

<b>SOLICITATION/CONTRACT</b>				REQUISITION NUMBER		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)		RATING		PAGE 1 OF	
BIDDER/OFFEROR TO COMPLETE BLOCKS 11, 13, 15, 21, 22, & 27. Control, POC Name: 040039, OUELLETTELJ				N66604-3113-1AE5				DO-07		41	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. SOLICITATION NUMBER		5. SOLICITATION TYPE		6. SOLICITATION ISSUE DATE			
				N66604-04-R-0039		<input type="checkbox"/> SEALED BIDS (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)		2003 NOV 06			
7. ISSUED BY				CODE		8. THIS ACQUISITION IS					
Commercial Acquisition Department, Building 11 Naval Undersea Warfare Center Division, Newport Code 5913, Simonpietri Drive Newport, RI 02841-1708				N66604		<input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> LABOR SURPLUS AREA CONCERNS <input type="checkbox"/> SET ASIDE: <b>100%</b> FOR <input type="checkbox"/> COMBINED SMALL BUSINESS & LABOR SURPLUS AREA CONCERNS <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> OTHER:					
OUELLETTELJ@npt.nuwc.navy.mil				NO COLLECT CALLS		NAICS CODE 811219		SIZE STANDARD \$6.0 M			
9. <b>SOLICITATION:</b> SEALED OFFERS IN ORIGINAL AND <u>2</u> COPIES WILL BE RECEIVED BY THE ISSUING OFFICE IDENTIFIED IN BLOCK 7, UNTIL 2:00 P.M. (LOCAL TIME ZONE) ON <b>2003 DEC 08</b> . LATE OFFERS ARE SUBJECT TO LATE BID OR PROPOSAL PROVISIONS INCORPORATED HEREIN. ALL OFFERS ARE SUBJECT TO SUCH PROVISIONS, REPRESENTATIONS, CERTIFICATIONS AND SPECIFICATIONS AS ARE ATTACHED OR INCORPORATED BY REFERENCE. <b>SEE PROVISION L1 or L2 FOR SPECIFIC INSTRUCTIONS.</b>											
10. ITEMS TO BE PURCHASED (BRIEF DESCRIPTION)											
<input type="checkbox"/> SUPPLIES <input checked="" type="checkbox"/> SERVICES <b>TR 232 and TR 233 Transducer Restorations</b>											
11. IF OFFER IS ACCEPTED BY THE GOVERNMENT WITHIN _____ CALENDAR DAYS (60 CALENDAR DAYS UNLESS OFFEROR INSERTS A DIFFERENT PERIOD) FROM THE DATE SET FORTH IN BLOCK 9 ABOVE. THE CONTRACTOR AGREES TO HOLD ITS OFFERED PRICES FIRM FOR THE ITEMS SOLICITED HEREIN AND TO ACCEPT ANY RESULTANT CONTRACT SUBJECT TO THE TERMS AND CONDITIONS STATED HEREIN.						12. ADMINISTERED BY					
						CODE					
13. CONTRACTOR OFFEROR CODE						PAS#					
FACILITY CODE						SCD					
14. PAYMENT WILL BE MADE BY						CODE					
TELEPHONE NO.						DUNS NO.					
<input type="checkbox"/> CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER						SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK: <b>14</b>					
15. PROMPT PAY DISCOUNT						16. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION					
						10 U.S.C. 2304 (C) <input type="checkbox"/> 41 U.S.C. 253 (C) <input type="checkbox"/> ( )    ( )					
17. ITEM NO.		18. SCHEDULE OF SUPPLIES/SERVICES				19. QUANTITY		20. UNIT	21. UNIT PRICE	22. AMOUNT	
		(SEE PAGE 2)									
DIST:											
23. ACCOUNTING AND APPROPRIATION DATA											
24. TOTAL AWARD AMOUNT (FOR GOVT. USE ONLY)											
25. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>3</u> COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY CONTINUATION SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.						26. AWARD OF CONTRACT: YOUR OFFER ON SOLICITATION NUMBER SHOWN IN BLK 4 INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:					
27. SIGNATURE OF OFFEROR/CONTRACTOR						28. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)					
NAME AND TITLE OF SIGNER (TYPE OR PRINT)						DATE SIGNED					
NAME OF CONTRACTING OFFICER						DATE SIGNED					

NO RESPONSE FOR REASONS CHECKED			
	CANNOT COMPLY WITH SPECIFICATIONS		CANNOT MEET DELIVERY REQUIREMENT
	UNABLE TO IDENTIFY ITEM(S)		DO NOT REGULARLY MANUFACTURE OR SELL THE TYPE OF ITEMS INVOLVED
	OTHER (Specify)		
	WE DO	WE DO NOT, DESIRE TO BE RETAINED ON THE MAILING LIST FOR FUTURE PROCUREMENT OF THE TYPE OF ITEM(S) INVOLVED	
NAME AND ADDRESS OF FIRM (Include Zip Code)		SIGNATURE	
		TYPE OR PRINT NAME AND TITLE OF SIGNER	

FROM:

AFFIX STAMP HERE

TO: Commercial Acquisition Department, Building 11

Naval Undersea Warfare Center Division, Newport

Code 5913, Simonpietri Drive

Newport, RI 02841-1708

SOLICITATION NO. N66604-04-R-0039

DATE AND LOCAL TIME 2004 JAN 05 2:00 P.M.

**SECTION B SUPPLIES OR SERVICES AND PRICES/COSTS**

**B10X SUPPLIES/SERVICES AND PRICES – IDR (FFP)**

		ESTIMATED			
<u>ITEM</u>	<u>SUPPLIES/SERVICES</u>	<u>QTY</u>	<u>UNIT</u>	<u>U/PRICE</u>	<u>AMOUNT</u>
<i>FIRST YEAR</i>					
<u>LOT 1</u>					
0001	TR-232/232A/232B/232C TRIDENT Transducer Repair	60	EA	\$ _____	\$ _____
0001AA	Incoming inspection and cosmetic repair, or salvage and/or disposition of units not repaired.	60	EA	\$ _____	\$ _____
0001AB	Convert TR-232 or TR-232A to TR-232B	20	EA	\$ _____	\$ _____
0001AC	Replace receptacle on TR-232C, TR-232B or TR-232A TRIDENT	25	EA	\$ _____	\$ _____
0001AD	Replace acoustic window (boot) on TR-232C, TR-232B or TR-232A TRIDENT	45	EA	\$ _____	\$ _____
0001AE	Replace transformer on TR-232C, TR-232B or TR-232A TRIDENT	5	EA	\$ _____	\$ _____
0001AF	Full restoration TR-232/A/B	15	EA	\$ _____	\$ _____
0002	Data per Exhibit "A", Contract Data Requirements List (CDRL) DD Form 1423	1	LO	\$ NSP	\$ NSP

Offerors shall complete the unit price and amount blocks.  
Unit price shall include cost of parts plus labor.

LOT 2

0003	TR-233/233A/233B/233C TRIDENT Transducer Repair	100		EA	\$ _____	\$ _____
0003AA	Incoming inspection and cosmetic repair, or salvage and/or disposition of units not repaired.	100		EA	\$ _____	\$ _____
0003AB	Convert TR-233 or TR-233A to TR-233B	20		EA	\$ _____	\$ _____
0003AC	Replace receptacle on TR-233B or TR-233A TRIDENT	45		EA	\$ _____	\$ _____
0003AD	Replace receptacle on TR-233C TRIDENT	5		EA	\$ _____	\$ _____
0003AE	Replace acoustic window (boot) on TR-233C, TR-233B or TR-233A TRIDENT	75		EA	\$ _____	\$ _____
0003AF	Replace transformer on TR-233C, TR-233B or TR-233A TRIDENT	4		EA	\$ _____	\$ _____
0003AG	Full restoration TR-233/A/B/C	25		EA	\$ _____	\$ _____
0004	Data per Exhibit "A", Contract Data Requirements List (CDRL) DD Form 1423	1		LO	\$ NSP	\$ NSP

Offerors shall complete the unit price and amount blocks.  
Unit price shall include cost of parts plus labor.

SECOND YEAR

LOT 1

0005	TR-232/232A/232B/232C TRIDENT Transducer Repair	60	EA	\$ _____	\$ _____
0005AA	Incoming inspection and cosmetic repair, or salvage and/or disposition of units not repaired.	60	EA	\$ _____	\$ _____
0005AB	Convert TR-232 or TR-232A to TR-232B	20	EA	\$ _____	\$ _____
0005AC	Replace receptacle on TR-232C, TR-232B or TR-232A TRIDENT	25	EA	\$ _____	\$ _____
0005AD	Replace acoustic window (boot) on TR-232C, TR-232B or TR-232A TRIDENT	45	EA	\$ _____	\$ _____
0005AE	Replace transformer on TR-232C, TR-232B or TR-232A TRIDENT	5	EA	\$ _____	\$ _____
0005AF	Full restoration TR-232/A/B	15	EA	\$ _____	\$ _____
0006	Data per Exhibit "A", Contract Data Requirements List (CDRL) DD Form 1423	1	LO	\$ NSP	\$ NSP

Offerors shall complete the unit price and amount blocks.  
Unit price shall include cost of parts plus labor.

LOT 2

0007	TR-233/233A/233B/233C TRIDENT Transducer Repair	100	EA	\$ _____	\$ _____
0007AA	Incoming inspection and cosmetic repair, or salvage and/or disposition of units not repaired.	100	EA	\$ _____	\$ _____
0007AB	Convert TR-233 or TR-233A to TR-233B	20	EA	\$ _____	\$ _____
0007AC	Replace receptacle on TR-233B or TR-233A TRIDENT	45	EA	\$ _____	\$ _____
0007AD	Replace receptacle on TR-233C TRIDENT	5	EA	\$ _____	\$ _____
0007AE	Replace acoustic window (boot) on TR-233C, TR-233B or TR-233A TRIDENT	75	EA	\$ _____	\$ _____
0007AF	Replace transformer on TR-233C, TR-233B or TR-233A TRIDENT	4	EA	\$ _____	\$ _____
0007AG	Full restoration TR-233/A/B/C	25	EA	\$ _____	\$ _____
0008	Data per Exhibit "A", Contract Data Requirements List (CDRL) DD Form 1423	1	LO	\$ NSP	\$ NSP

Offerors shall complete the unit price and amount blocks.  
Unit price shall include cost of parts plus labor.

THIRD YEAR

LOT 1

0009	TR-232/232A/232B/232CTRIDENT Transducer Repair	60	EA	\$ _____	\$ _____
0009AA	Incoming inspection and cosmetic repair, or salvage and/or disposition of units not repaired.	60	EA	\$ _____	\$ _____
0009AB	Convert TR-232 or TR-232A to TR-232B	20	EA	\$ _____	\$ _____
0009AC	Replace receptacle on TR-232C, TR-232B or TR-232A TRIDENT	25	EA	\$ _____	\$ _____
0009AD	Replace acoustic window (boot) on TR-232C, TR-232B or TR-232A TRIDENT	45	EA	\$ _____	\$ _____
0009AE	Replace transformer on TR-232C, TR-232B or TR-232A TRIDENT	5	EA	\$ _____	\$ _____
0009AF	Full restoration TR-232/A/B	15	EA	\$ _____	\$ _____
0010	Data per Exhibit "A", Contract Data Requirements List (CDRL) DD Form 1423	1	LO	\$ <u>NSP</u>	\$ <u>NSP</u>

Offerors shall complete the unit price and amount blocks.  
Unit price shall include cost of parts plus labor.

LOT 2

0011	TR-233/233A/233B/233C TRIDENT Transducer Repair	100	EA	\$ _____	\$ _____
0011AA	Incoming inspection and cosmetic repair, or salvage and/or disposition of units not repaired.	100	EA	\$ _____	\$ _____
0011AB	Convert TR-233 or TR-233A to TR-233B	20	EA	\$ _____	\$ _____
0011AC	Replace receptacle on TR-233B or TR-233A TRIDENT	45	EA	\$ _____	\$ _____
0011AD	Replace receptacle on TR-233C TRIDENT	5	EA	\$ _____	\$ _____
0011AE	Replace acoustic window (boot) on TR-233C, TR-233B or TR-233A TRIDENT	75	EA	\$ _____	\$ _____
0011AF	Replace transformer	4	EA	\$ _____	\$ _____
0011AG	Full restoration TR-233/A/B/C	25	EA	\$ _____	\$ _____
0012	Data per Exhibit "A", Contract Data Requirements List (CDRL) DD Form 1423	1	LO	\$ <u>NSP</u>	\$ <u>NSP</u>

Offerors shall complete the unit price and amount blocks.  
Unit price shall include cost of parts plus labor.

FOURTH YEAR

LOT 1

0013	TR-232/232A/232B/232CTRIDENT Transducer Repair	60	EA	\$ _____	\$ _____
0013AA	Incoming inspection and cosmetic repair, or salvage and/or disposition of units not repaired.	60	EA	\$ _____	\$ _____
0013AB	Convert TR-232 or TR-232A to TR-232B	20	EA	\$ _____	\$ _____
0013AC	Replace receptacle on TR-232C, TR-232B or TR-232A TRIDENT	25	EA	\$ _____	\$ _____
0013AD	Replace acoustic window (boot) on TR-232C, TR-232B or TR-232A TRIDENT	45	EA	\$ _____	\$ _____
0013AE	Replace transformer on TR-232C, TR-232B or TR-232A TRIDENT	5	EA	\$ _____	\$ _____
0013AF	Full restoration TR-232/A/B	15	EA	\$ _____	\$ _____
0014	Data per Exhibit "A", Contract Data Requirements List (CDRL) DD Form 1423	1	LO	\$ <u>NSP</u>	\$ <u>NSP</u>

Offerors shall complete the unit price and amount blocks.  
Unit price shall include cost of parts plus labor.

LOT 2

0015	TR-233/233A/233B/233C TRIDENT Transducer Repair	100	EA	\$ _____	\$ _____
0015AA	Incoming inspection and cosmetic repair, or salvage and/or disposition of units not repaired.	100	EA	\$ _____	\$ _____
0015AB	Convert TR-233 or TR-233A to TR-233B	20	EA	\$ _____	\$ _____
0015AC	Replace receptacle on TR-233B or TR-233A TRIDENT	45	EA	\$ _____	\$ _____
0015AD	Replace receptacle on TR-233C TRIDENT	5	EA	\$ _____	\$ _____
0015AE	Replace acoustic window (boot) on TR-233C, TR-233B or TR-233A TRIDENT	75	EA	\$ _____	\$ _____
0015AF	Replace transformer on TR-233C, TR-233B TR-233A TRIDENT	4	EA	\$ _____	\$ _____
0015AG	Full restoration TR-233/A/B/C	25	EA	\$ _____	\$ _____
0016	Data per Exhibit "A", Contract Data Requirements List (CDRL) DD Form 1423	1	LO	\$ <u>NSP</u>	\$ <u>NSP</u>

Offerors shall complete the unit price and amount blocks.  
Unit price shall include cost of parts plus labor.

FIFTH YEAR

LOT 1

0017	TR-232/232A/232B/232CTRIDENT Transducer Repair	60	EA	\$ _____	\$ _____
0017AA	Incoming inspection and cosmetic repair, or salvage and/or disposition of units not repaired.	60	EA	\$ _____	\$ _____
0017AB	Convert TR-232 or TR-232A to TR-232B	20	EA	\$ _____	\$ _____
0017AC	Replace receptacle on TR-232C, TR-232B or TR-232A TRIDENT	25	EA	\$ _____	\$ _____
0017AD	Replace acoustic window (boot) on TR-232C, TR-232B or TR-232A TRIDENT	45	EA	\$ _____	\$ _____
0017AE	Replace transformer on TR-232C, TR-232B TR-232A TRIDENT	5	EA	\$ _____	\$ _____
0017AF	Full restoration TR-232/A/B	15	EA	\$ _____	\$ _____
0018	Data per Exhibit "A", Contract Data Requirements List (CDRL) DD Form 1423	1	LO	\$ <u>NSP</u>	\$ <u>NSP</u>

Offerors shall complete the unit price and amount blocks.  
Unit price shall include cost of parts plus labor.

LOT 2

0019	TR-233/233A/233B/233C TRIDENT Transducer Repair	100	EA	\$ _____	\$ _____
0019AA	Incoming inspection and cosmetic repair, or salvage and/or disposition of units not repaired.	100	EA	\$ _____	\$ _____
0019AB	Convert TR-233 or TR-233A to TR-233B	20	EA	\$ _____	\$ _____
0019AC	Replace receptacle on TR-233B or TR-233A TRIDENT	45	EA	\$ _____	\$ _____
0019AD	Replace receptacle on TR-233C TRIDENT	5	EA	\$ _____	\$ _____
0019AE	Replace acoustic window (boot) on TR-233C, TR-233B or TR-233A TRIDENT	75	EA	\$ _____	\$ _____
0019AF	Replace transformer on TR-233C, TR-233B or TR-233A TRIDENT	4	EA	\$ _____	\$ _____
0019AG	Full restoration TR-233/A/B/C	25	EA	\$ _____	\$ _____
0020	Data per Exhibit "A", Contract Data Requirements List (CDRL) DD Form 1423	1	LO	\$ <u>NSP</u>	\$ <u>NSP</u>

Offerors shall complete the unit price and amount blocks.  
Unit price shall include cost of parts plus labor.

**B36 OFFERS FOR LESS THAN THE TOTAL QUANTITY ARE UNACCEPTABLE**

Offers for less than the total quantity for all items specified are UNACCEPTABLE.

**SECTION C DESCRIPTION / SPECIFICATIONS/WORK STATEMENT**

**C11X STATEMENT OF WORK**

SERVICES are to be performed in accordance with the Statement of Work, Attachments 1, 2, and 3.

**SECTION D PACKAGING AND MARKING**

**D12 MARKING OF SHIPMENTS - DEFENSE ITEMS**

Marking shall be in accordance with MIL-STD-129P, "Marking of Shipment and Storage". Additional markings required are stated below: (If None, so state) - None

TCN: \_\_\_\_

PRI: \_\_\_\_

RDD: \_\_\_\_

PROJ: \_\_\_\_

TO: \_\_\_\_

OVERSEAS ADDRESS: \_\_\_\_

**D20 DELIVERY OF DATA (SEP 2001)**

(a) Data furnished hereunder shall be adequately packaged to assure safe delivery at destination.

(b) Transmittal of classified information by mail shall be in accordance with the National Industrial Security Program Operating Manual (NISPOM) for Safeguarding Classified Information (DOD 5220.22-M).

(c) All copies of CDRL items under this contract, regardless of distribution, shall be marked on the report cover with the following information:

Naval Undersea Warfare Center Division, Newport  
Contract, Order, and ELIN Numbers  
Report Title  
Date of Report  
Contractor Name (division which generated the report)

**D24 PROHIBITED PACKING MATERIALS**

The use of asbestos, excelsior, newspaper or shredded paper (all types including waxed paper, computer paper and similar hygroscopic or non-neutral material) is prohibited. In addition, loose fill polystyrene is prohibited for shipboard use.

**D25 HAZARDOUS MATERIAL**

Hazardous materials to be shipped by any mode or combination of modes of transportation shall be prepared (properly classed, described, packaged, marked, labeled, transport vehicle placarded, etc.) for shipment in accordance with MIL-STD-129 and all applicable government and carrier regulations in effect at time of shipment.

TYPE OF SHIPMENT

APPLICABLE REGULATIONS

- |                              |       |
|------------------------------|-------|
| 1. Domestic                  | A     |
| 2. Domestic Air Commercial   | A,B,C |
| 3. Domestic Air Military     | A,F   |
| 4. Export Surface            | A,E,G |
| 5. Export Air Commercial     | A,D,G |
| 6. Export Air Military (MAC) | F,G   |

LIST OF REGULATIONS

- A. Code of Federal Regulations Title 49 Transportation Parts 100-199
- B. Official Air Transport Restricted Articles Tariff No. 6-D C.A.B. 82
- C. Official Air Transport Restricted Articles Circular No. 6-D



- D. International Air Transport Association Restricted Articles Regulations
- E. International Maritime Dangerous Goods Code
- F. Air Force Regulation 71-4 Preparation of Hazardous Materials for Military Air Shipment
- G. Export shipments are also subject to the domestic regulations indicated to the port of embarkation.

## SECTION E INSPECTION AND ACCEPTANCE

The following contract clauses are hereby incorporated by reference:

<u>Number</u>	<u>Title</u>	<u>Date</u>
52.246-2	INSPECTION OF SUPPLIES – FIXED-PRICE	(AUG 1996)
52.246-4	INSPECTION OF SERVICES - FIXED-PRICE	(AUG 1996)
52.246-11	HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT FILL-IN: <u>ISO 9001</u>	(FEB 1999)
52.246-16	RESPONSIBILITY FOR SUPPLIES	(APR 1984)
51.246-7000	MATERIAL INSPECTION AND RECEIVING REPORT	(DEC 1991)E11 INSPECTION

AND ACCEPTANCE AT ORIGIN (HARDWARE) (AUG 1999)

(a) Inspection and acceptance of the supplies to be furnished hereunder shall be made by the designated Contract Administration Office Quality Assurance Representative (CAO-QAR) at the following Contractor's or subcontractor's plant: \_\_\_\_ (as designated in K15-6, "Place of Performance").

(b) The Government requires advance notice of inspection per FAR 52.246-2, "Inspection of Supplies - Fixed Price, paragraph (i)(2). The contractor shall notify the Government representative cited in para. (a) above as follows:

- (1) CLINs/SCLINS: All
- (2) Period of Advance Notice: 15 working days
- (3) Method of Advance Notice: In Writing

(c) If the contract also provides for Government procurement quality assurance actions at source, the place or places designated for such actions may not be changed without authorization of the Contracting Officer.

## SECTION F DELIVERIES OR PERFORMANCE

The following contract clauses are hereby incorporated by reference:

<u>Number</u>	<u>Title</u>	<u>Date</u>
52.211-16	VARIATION IN QUANTITY para.(b) fill-ins: variation shall be limited to: <u>zero</u> Percent increase <u>zero</u> Percent decrease shall apply to: <u>the total contract quantity</u> .	(APR 1984)
52.242-15	STOP-WORK ORDER	(AUG 1989)
52.242-17	GOVERNMENT DELAY OF WORK	(APR 1984)
52.247-29	F.O.B. ORIGIN	(JUN 1988)
52.247-55	F.O.B. POINT FOR DELIVERY OF GOVERNMENT FURNISHED PROPERTY	(APR 1984)

**F10 DELIVERY AT ORIGIN - GBL**

(a) The articles to be furnished hereunder shall be delivered in accordance with the clause entitled, F.O.B. Origin (FAR 52.247-29), free of expense to the Government, F.O.B. carriers equipment, wharf, or freight station located at or near \*

for shipment at Government expense, except as provided in FAR 52.247-29(c) to the following destination:

NAVSEA DETACHMENT, C.S.P.

MATERIAL REP (EAST)

CHEATHAM ANNEX, BLDG 13

108 SANDA DRIVE

WILLIAMSBURG, VA 23185

(b) The mode of transportation, type of vehicle and exact place of delivery at or near F.O.B. origin point named above shall be specified by the Government at the time of shipment.

\* Offeror shall fill in location.

**F11X-8 TIME OF DELIVERY (FAR 52.211-8) (JUN 1997)**

(a) The Government requires delivery to be made according to the following schedule:

**REQUIRED DELIVERY SCHEDULE**

ITEM NUMBER	QUANTITY	WITHIN DAYS AFTER DATE OF CONTRACT
All SUBCLIN "AA" items	As specified in each Delivery Order	90 days after receipt of order

Inspection, reports, and cosmetic repair required per SUBCLIN's AA shall be completed within 90 days of receiving the order or repairable item, whichever is later. Delivery of items subject to additional levels of repair shall be negotiated in a modification to the original delivery order.

The Government will evaluate equally, as regards time of delivery, offers that propose delivery of each quantity within the applicable delivery period specified above. Offers that propose delivery that will not clearly fall within the applicable required delivery period specified above, will be considered nonresponsive and rejected. The Government reserves the right to award under either the required delivery schedule or the proposed delivery schedule, when an offeror offers an earlier delivery schedule than required above. If the offeror proposes no other delivery schedule, the required delivery schedule above will apply.

**OFFEROR'S PROPOSED DELIVERY SCHEDULE**

ITEM NUMBER	QUANTITY	WITHIN DAYS AFTER DATE OF CONTRACT

(b) Attention is directed to the Contract Award provision of the solicitation that provides that a written award or acceptance of offer mailed, or otherwise furnished to the successful offeror, results in a binding contract. The Government will mail or otherwise furnish to the offeror an award or notice of award not later than the day award is dated. Therefore, the offeror should compute the time available for performance beginning with the actual date of award, rather than the date the written notice of award is received from the Contracting Officer through the ordinary mails. However, the Government will evaluate an offer that proposes delivery based on the Contractor's date of receipt of the contract or notice of award by adding (i) five days for delivery of the award through the ordinary mails, or (ii) one working day if the solicitation states that the contract or notice of award will be transmitted

electronically. (The term "working day" excludes weekends and U.S. Federal holidays. If, as so computed, the offered delivery date is later than the required delivery date, the offer will be considered nonresponsive and rejected.

**F17 DELIVERY OF GOVERNMENT PROPERTY TO BE SERVICED**

(a) Government property or equipment to be serviced will be delivered at Government expense F.O.B. at or near the Contractor's plant:

\* \_\_\_\_\_

\* Offeror shall fill in location.

**F20 PERFORMANCE PERIOD (SEP 2001)**

(a) For planning and proposal purposes this contract will become effective on 2004 May 15. The actual effective date shall be established at contract award and will be set forth on the face page of the contract. The ordering period is defined in the clause entitled, Ordering (FAR 52.216-18).

(b) The performance period shall continue until the date specified in the clause entitled, Requirements (FAR 52.216-21), or Indefinite Quantity (FAR 52.216-22), whichever is applicable.

(c) Individual orders will specify a beginning date and an ending date. Costs incurred prior to the beginning date or after the ending date shall not be directly allowable without the written consent of the Contracting Officer (modification).

**F21 COMPLETION DATE**

Services to be furnished hereunder shall be performed and completed by 60 months after date of contract.

**F23X DELIVERY OF DATA - IDR (SEP 2001)**

Place and time of delivery of data shall be as specified on the DD Form 1423, Contract Data Requirements List (CDRL), supplied with each order. CDRLs included in the basic contract are representative of data likely to be required during performance. The CDRLs furnished with the individual Orders shall control. Any change in the delivery of data must be made by a formal modification to the order.

**F40 CONTRACTOR PERFORMANCE ASSESSMENT RATING SYSTEM (CPARS) (AUG 1999)**

(a) Pursuant to FAR 42.1502, this contract is subject to DoD's Contractor Performance Assessment System (CPARS). CPARS is an automated centralized information system accessible via the Internet that maintains reports of contractor performance for each contract. CPARS is located at <http://www.nslcptsmh.navsea.navy.mil/>. Further information on CPARS is available at that web-site.

(b) Under CPARS, the Government will conduct annual evaluations of the contractor's performance. The contractor has thirty (30) days after the Government's evaluation is completed to comment on the evaluation. The opportunity to review and comment is limited to this time period and will not be extended. Failure to review the report at this time will not prevent the Government from using the report.

(c) The CPARS system requires the Government to assign the contractor a UserID and password in order to view and comment on the evaluation. Provide the name(s) of at least one individual (not more than three) that will be assigned as your Defense Contractor Representative for CPARS.

<u>Name</u>	<u>Phone</u>	<u>E-mail Address (optional)</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

## SECTION G CONTRACT ADMINISTRATION DATA

### G10 CONTRACTUAL AUTHORITY AND COMMUNICATIONS (SEP 2001)

- (a) Except as specified in subparagraph (b) below, no order, statement, or conduct of any Government personnel who visit the Contractor's facilities or in any other manner communicates with Contractor personnel during the performance of this contract shall constitute a change under the Changes clause of this contract.
- (b) The Contractor shall not comply with any order, direction or request of Government personnel unless it is issued in writing and signed by the Contracting Officer, or is pursuant to specific authority otherwise included as a part of this contract.
- (c) The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract and, notwithstanding provisions contained elsewhere in this contract, the said authority remains solely the Contracting Officer's. In the event the contractor effects any change at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in charges incurred as a result thereof.
- (d) The Government reserves the right to administratively transfer authority over this contract from the individual named below to another Contracting Officer at any time.
- (e) (For Indefinite Delivery contracts only) Ordering Officers are Contracting Officers of the Naval Undersea Warfare Center Division, Newport. However, their authority extends only to the order that they sign.
- (f) The address and telephone number of the Contracting Officer is:

**Name:** H. Marsocci

**Address:** Commercial Acquisition Department, Building 11  
Naval Undersea Warfare Center Division, Newport  
Code 5913  
Simonpietri Drive  
Newport, RI 02841-1708

**Telephone:** Commercial: 401-832-1582; DSN: 920-1582

**Email:** [marsoccihj@npt.nuwc.navy.mil](mailto:marsoccihj@npt.nuwc.navy.mil)

### G11X CONTRACT ADMINISTRATION FUNCTIONS

- (a) The cognizant Administrative Contracting Office for this contract is identified in Block 12 on page one of this contract.
- (b) This office is specifically authorized to perform ACO functions of FAR 42.302(b)(3) and (5) to negotiate delivery and shipping modifications. Delivery, shipping, and other pertinent requirements shall be determined by NUWCDIVNPT Code 2131, Susan Cohick at 401-832-8460.

### G14 CONTRACTOR'S SENIOR TECHNICAL REPRESENTATIVE (APR 2003)

Fill in the information required below. The contractor's senior technical representative, point of contact for performance under this contract is:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ FAX: \_\_\_\_\_

**G15 NOTE TO PAYMENT OFFICE - ADDRESS OF PAYEE**

The Paying Office will mail payments to:

\*

\* Offerors should complete the above if they wish payments to be sent to an address other than that shown on the contract face. Invoices should also specifically inform the paying office of this address.

**G16 NOTE TO PAYMENT OFFICE - PAYMENT BY ACRN (MAY 2001)**

In the event the contractor does not identify the specific ACRN (or the related SLIN) being invoiced, the paying office is directed to pay the invoice by assigning the ACRN on a first-in first-out basis. For example, pay from ACRN A1 until fully expended, followed by ACRN A2 until fully expended, followed by ACRN A3 until fully expended, etc. If necessary, the paying office should assign the appropriate SLIN.

**G24 DELAY IN DELIVERY NOTIFICATION**

The cognizant CAS component shall, in accordance with FAR 42.1104(a)(2)(vii), notify the Procuring Contracting Officer of any anticipated or actual delay in delivery or performance of this contract.

**G34 REQUESTS FOR PROGRESS PAYMENTS (JUL 1999)**

(a) The contractor shall submit all requests for progress payments on a SF 1443 "Contractors Request for Progress Payment" form, completed in accordance with the instructions on the reverse side of the form and the clause entitled "Progress Payments" incorporated by reference in Section I, as follows:

(1) Initial (#1) progress payment - 5 copies to the Administrative Contracting Officer (ACO) cited in block 12 of the award cover page (SF 1447) for certification.

(2) Subsequent progress payments - 4 copies directly to the cognizant Paying Office cited in block 14 of the award cover page (SF 1447), with 1 informational copy to the ACO.

(3) Final invoices - per the applicable clause in Section I entitled, SUBMISSION OF INVOICES.

(b) If the contract includes First Article Test units, per FAR clause 52.209-3 or 52.209-4 (incorporated by reference in Section I of the contract) the Contractor shall not receive progress payments for the acquisition of materials or components for the commencement of production of the balance of the contract quantity until the Government has formally approved the First Article units.

**GP100X TECHNICAL POINT OF CONTACT**

(a) The following person is hereby specified as the technical point of contact of this contract:

**Name:** Susan Cohick Code: 2131

**Address:** Naval Undersea Warfare Center Division, Newport  
Building 113, Room 123  
1176 Howell Street  
Newport, RI 02841-1708

**Telephone:** Commercial: (401) 832-8460; DSN: 920-8460

(b) The above named individual is responsible for the following:

(1) Monitors contractor performance.

(2) Ensures the contractor performs within the scope of the Statement of Work set forth in the contract of delivery order.

(3) Monitors the use of Government furnished material, property, and equipment.

- (4) Establishes and maintains a standard file on assigned contracts/delivery orders.
  - (5) Notifies the Contracting Officer of any problems in the above areas.
  - (6) Provides a written evaluation of contractor performance, via the Contractor Performance Evaluation Report, to the PCO.
  - (7) Reviews procurement request prepared by the procurement originator to ensure that it presents a clear description of the work to be accomplished and the data to be delivered.
  - (8) Maintains a file on all correspondence relating to the contractor's performance, whether satisfactory or unsatisfactory.
- (c) The technical point of contact will not instruct the contractor on how to perform or give contractual direction to the contractor. This type of direction or change to the provisions of the contract may only be authorized by the Contracting Officer. Only the Contracting Officer has the authority to modify the terms of the contract. Therefore, in no event will any understanding, agreement, modification, change order, or other matter deviating from the terms of the contract between the contractor and any other person be effective or binding on the Government. If, in the opinion of the contractor, an effort outside the existing scope of the contract is requested, the contractor shall promptly notify the PCO in writing. No action shall be taken by the contractor unless the PCO or ACO has issued a formal modification.

## **SECTION H SPECIAL CONTRACT REQUIREMENTS**

### **H29X ORDERING (MAY 2002)**

- (a) Ordering. Orders may be placed by any Contracting Officer of the Naval Undersea Warfare Center Division, Newport. Orders may be written, on DD Form 1155, or oral. Orders may also be issued by FAX or by emailing a file that contains the order with the contracting officer's signature. Cost reimbursement orders may be issued on either a Term or Completion form basis as described in FAR 16.306. See FAR 52.216-18 for additional information.
- (b) Information. Each order should include the following:
- (1) Date of order
  - (2) Contract and order number
  - (3) Appropriation and accounting data
  - (4) Description of the work to be performed, including the period of performance, and a description of any end items to be delivered
  - (5) Exact place of pickup or delivery
  - (6) DD Form 1423, Contract Data Requirements List, if applicable
  - (7) Identification of the person(s) or organization(s) responsible for inspection and acceptance
  - (8) List of Government Furnished Property and the estimated value thereof, if applicable.
  - (9) DD Form 254, Contract Security Classification Specification, if applicable
  - (10) The pricing arrangement of the order. For FFP orders, the Price of the order.
- (c) Oral orders, or modifications to existing orders, may be placed only as follows. To issue an oral order the ordering officer shall provide the contractor with the information described in (b) above. The ordering officer shall confirm the order by issuing a DD Form 1155 within five working days. Unilateral orders cannot be issued orally.
- (d) Orders under this contract will ordinarily be issued after both parties agree on all terms. If the parties fail to agree, the Ordering Officer may require the Contractor to perform by issuing a unilateral order. Any disagreement concerning the issuance of a unilateral order shall be deemed a dispute within the meaning of the Disputes clause.
- (e) Cautionary Note. Nothing stated in an order, quote, or in discussions, can modify the basic contract terms or regulations governing this contract. Orders are not advance agreements under FAR 31.109; costs incurred remain

subject to the same standards of allowability regardless of whether they were used as a basis for projecting order pricing.

#### **H61X GOVERNMENT FURNISHED PROPERTY (GFP) (SEP 2001)**

(a) The Government shall furnish Government property to the Contractor for use in connection with this contract.

(1) Government Furnished Equipment (GFE), Government Furnished Material (GFM) and Government facilities shall be made available for contractor's use as identified in Attachment 6, entitled, Government Property Made Available. The property shall be made available, free of expense to the Contractor, in the quantities and at the times specified at the following location: Contractor's facility.

(2) Government Furnished Information (GFI) shall be provided as identified in the Statement of Work and specifications. Unless specified otherwise, GFI will be furnished within 30 days after contract award.

(b) Only the identified items, in the quantity shown, will be furnished by the Government; however, additional Government property may be made available for use on individual orders. All other material required for the performance of this contract shall be furnished by the Contractor. GFP furnished under this contract is for use exclusively under this contract unless specified otherwise in writing by the Contracting Officer.

(c) All Government Property furnished under this contract shall be returned to NUWCDIVNPT at the completion of the contract unless otherwise specified. The Contractor shall immediately advise the Contracting Officer, in writing, of any property lost, damaged, or transferred out of the Contractor's possession.

(d) The Government may make available additional GFP for use on individual delivery orders.

#### **H71 CONTROL OF TECHNICAL DATA (JUN 2002)**

(a) The Contractor shall distribute data items according to the distribution shown on the Contract Data Requirements List(s) (CDRL), provided as an Exhibit to this contract. The Contractor shall not distribute, release, or show data items or other technical data to third parties except with the written permission of the Contracting Officer.

(b) All copies of CDRL items under this contract, regardless of distribution, shall be marked on the report cover with the following information:

- (1) Naval Undersea Warfare Center Division, Newport
- (2) Contract, Order, and ELIN Numbers
- (3) Report Title
- (4) Date of Report
- (5) Contractor (division which generated the report)

(c) Release of all technical data is subject to NUWCDIVNPT INSTRUCTION 5570.1G, OPNAVINST 5510.161 and DoD Directive 5230.25 (or appropriate superseding document).

#### **SECTION I CONTRACT CLAUSES**

The following contract clauses are hereby incorporated by reference:

<u>Number</u>	<u>Title</u>	<u>Date</u>
52.202-1	DEFINITIONS	(DEC 2001)
52.203-3	GRATUITIES	(APR 1984)
52.203-5	COVENANT AGAINST CONTINGENT FEES	(APR 1984)
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	(JUL 1995)
52.203-7	ANTI-KICKBACK PROCEDURES	(JUL 1995)
52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	(JAN 1997)
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	(JAN 1997)
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	(JUN 2003)

252.203-7001	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES	(MAR 1999)
52.204-2	SECURITY REQUIREMENTS	(AUG 1996)
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER	(AUG 2000)
252.204-7000	DISCLOSURE OF INFORMATION	(DEC 1991)
252.204-7002	PAYMENT FOR SUBLINE ITEMS NOT SEPARATELY PRICED	(DEC 1991)
252.204-7003	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	(APR 1992)
252.204-7004	REQUIRED CENTRAL CONTRACTOR REGISTRATION	(MAR 2000)
252.204-7005	ORAL ATTESTATION OF SECURITY RESPONSIBILITIES	(AUG 1999)
252.205-7000	PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS	(DEC 1991)
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	(JUL 1995)
252.209-7000	ACQUISITION FROM SUBCONTRACTORS SUBJECT TO ON-SITE INSPECTION UNDER THE INTERMEDIATE-RANGE NUCLEAR FORCES (INF) TREATY	(NOV 1995)
252.209-7004	SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY	(MAR 1998)
52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	(SEP 1990)
52.215-2	AUDIT AND RECORDS - NEGOTIATION	(JUN 1999)
52.215-8	ORDER OF PRECEDENCE -- UNIFORM CONTRACT FORMAT	(OCT 1997)
52.215-11	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA -- MODIFICATIONS	(OCT 1997)
52.215-13	SUBCONTRACTOR COST OR PRICING DATA -- MODIFICATIONS	(OCT 1997)
52.215-14	INTEGRITY OF UNIT PRICES	(OCT 1997)
52.216-18	ORDERING	(OCT 1995)
	para.(a) fill-in: from <u>effective date of contract</u> .	
	para.(a) fill-in: through <u>57 months thereafter</u> .	
52.216-19	ORDER LIMITATIONS	(OCT 1995)
	para.(a) fill-in: less than <u>1</u> ,	
	para.(b)(1) fill-in: in excess of <u>50</u> ;	
	para.(b)(2) fill-in: in excess of <u>100</u> ;	
	para.(b)(3) fill-in: within <u>30</u> days...	
	para.(d) fill-in: within <u>5</u> days...	
52.216-22	INDEFINITE QUANTITY	(OCT 1995)
	para.(d) fill-in: after <u>60 months from contract effective date</u> .	
52.219-4	NOTICE OF PRICE EVALUATION FOR HUBZONE SMALL BUSINESS CONCERNS	(JAN 1999)
	<u>    </u> Offer elects to waive the evaluation preference.	
52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	(OCT 2000)
52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN	(OCT 2001)
52.219-16	LIQUIDATED DAMAGES – SUBCONTRACTING PLAN	(JAN 1999)
52.219-25	SMALL DISADVANTAGED BUSINESS PARTICIPATION PROGRAM – DISADVANTAGED STATUS AND REPORTING	(OCT 1999)
252.219-7003	SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN (DOD CONTRACTS)	(APR 1996)
52.222-20	WALSH-HEALEY PUBLIC CONTRACTS ACT	(DEC 1996)
52.222-21	PROHIBITION OF SEGREGATED FACILITIES	(FEB 1999)
52.222-26	EQUAL OPPORTUNITY	(FEB 1999)
52.222-35	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	(DEC 2001)
52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	(JUN 1998)



52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	(DEC 2001)
52.223-6	DRUG-FREE WORKPLACE	(MAY 2001)
52.223-14	TOXIC CHEMICAL RELEASE REPORTING	(AUG 2003)
252.223-7004	DRUG-FREE WORK FORCE	(SEP 1988)
52.225-8	DUTY-FREE ENTRY	(FEB 2000)
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (DEV)	(JUL 2003)
252.225-7001	BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM	(APR 2003)
252.225-7002	QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS	(APR 2003)
252.225-7004	REPORTING OF CONTRACT PERFORMANCE OUTSIDE THE UNITED STATES	(APR 2003)
252.225-7008	SUPPLIES TO BE ACCORDED DUTY-FREE ENTRY	(MAR 1998)
252.225-7010	DUTY-FREE ENTRY – ADDITIONAL PROVISIONS	(AUG 2000)
252.225-7012	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES	(FEB 2003)
52.226-1	UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES	(JUN 2000)
252.226-7001	UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES--DOD CONTRACTS	(SEP 2001)
52.227-1	AUTHORIZATION AND CONSENT	(JUL 1995)
52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	(AUG 1996)
52.227-10	FILING OF PATENT APPLICATIONS - CLASSIFIED SUBJECT MATTER	(APR 1984)
52.227-12	PATENT RIGHTS - RETENTION BY THE CONTRACTOR - (LONG FORM)	(JAN 1997)
252.227-7013	RIGHTS IN TECHNICAL DATA -- NONCOMMERCIAL ITEMS	(NOV 1995)
252.227-7016	RIGHTS IN BID OR PROPOSAL INFORMATION	(JUN 1995)
252.227-7025	LIMITATIONS ON THE USE OR DISCLOSURE OF GOVERNMENT-FURNISHED INFORMATION MARKED WITH RESTRICTIVE LEGENDS	(JUN 1995)
252.227-7026	DEFERRED DELIVERY OF TECHNICAL DATA OR COMPUTER SOFTWARE	(APR 1988)
252.227-7027	DEFERRED ORDERING OF TECHNICAL DATA OR COMPUTER SOFTWARE	(APR 1988)
252.227-7030	TECHNICAL DATA - WITHHOLDING OF PAYMENT	(MAR 2000)
252.227-7036	DECLARATION OF TECHNICAL DATA CONFORMITY	(JAN 1997)
252.227-7037	VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA	(SEP 1999)
52.229-3	FEDERAL, STATE, AND LOCAL TAXES	(APR 2003)
52.229-5	TAXES - CONTRACTS PERFORMED IN U.S. POSSESSIONS OR PUERTO RICO	(APR 1984)
52.230-2	COST ACCOUNTING STANDARDS	(APR 1998)
52.230-6	ADMINISTRATION OF COST ACCOUNTING STANDARDS	(NOV 1999)
52.232-1	PAYMENTS	(APR 1984)
52.232-8	DISCOUNTS FOR PROMPT PAYMENT	(FEB 2002)
52.232-9	LIMITATION ON WITHHOLDING OF PAYMENTS	(APR 1984)
52.232-11	EXTRAS	(APR 1984)
52.232-16	PROGRESS PAYMENTS - ALT I (MAR 2000) para.(l) fill-in: <u>30<sup>th</sup></u> day	(APR 2003)
52.232-17	INTEREST	(JUN 1996)
52.232-23	ASSIGNMENT OF CLAIMS - ALT I (APR 1984)	(JAN 1986)
52.232-25	PROMPT PAYMENT	(FEB 2002)
52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER – CENTRAL CONTRACTOR REGISTRATION	(MAY 1999)
252.232-7003	ELECTRONIC SUBMISSION OF PAYMENT REQUESTS	(MAR 2003)
52.233-1	DISPUTES	(DEC 1998)

52.233-3	PROTEST AFTER AWARD	(AUG 1996)
52.242-10	F.O.B. ORIGIN - GOVERNMENT BILLS OF LADING OR PREPAID POSTAGE	(APR 1984)
52.242-13	BANKRUPTCY	(JUL 1995)
252.242-7000	POSTAWARD CONFERENCE	(DEC 1991)
252.242-7003	APPLICATION FOR U.S. GOVERNMENT SHIPPING DOCUMENTATION / INSTRUCTIONS	(DEC 1991)
52.242-7004	MATERIAL MANAGEMENT AND ACCOUNTING SYSTEM	(DEC 2000)
52.243-1	CHANGES - FIXED PRICE	(AUG 1987)
252.243-7000	ENGINEERING CHANGE PROPOSALS	(SEP 1999)
252.243-7001	PRICING OF CONTRACT MODIFICATIONS	(DEC 1991)
252.243-7002	REQUESTS FOR EQUITABLE ADJUSTMENT	(MAR 1998)
52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS	(APR 2003)
252.244-7000	SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS	(MAR 2000)
52.245-1	PROPERTY RECORDS	(APR 1984)
52.245-2	GOVERNMENT PROPERTY (FIXED-PRICE CONTRACTS)	(JUN 2003)
52.245-19	GOVERNMENT PROPERTY FURNISHED "AS IS"	(APR 1984)
252.245-7001	REPORTS OF GOVERNMENT PROPERTY	(MAY 1994)
52.246-20	WARRANTY OF SERVICES	(MAY 2001)
	para.(b) fill-in: the contractor <u>within 30 days after acceptance.</u>	
52.246-23	LIMITATION OF LIABILITY	(FEB 1997)
52.246-25	LIMITATION OF LIABILITY - SERVICES	(FEB 1997)
252.246-7001	WARRANTY OF DATA - ALT II (DEC 1991)	(DEC 1991)
52.247-1	COMMERCIAL BILL OF LADING NOTATIONS	(APR 1984)
	para.(a) fill-in: Naval Undersea Warfare Center, Division Newport	
	para.(b) fill-in: Naval Undersea Warfare Center, Division Newport	
	para (b) fill-in: contacting the office identified in block 12 of the SF 1447.	
252.247-7023	TRANSPORTATION OF SUPPLIES BY SEA	(MAY 2002)
252.247-7024	NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA	(MAR 2000)
52.248-1	VALUE ENGINEERING	(FEB 2000)
52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)	(SEP 1996)
52.249-4	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (SERVICES) (SHORT FORM)	(APR 1984)
52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	(APR 1984)
52.251-1	GOVERNMENT SUPPLY SOURCES	(APR 1984)
252.251-7000	ORDERING FROM GOVERNMENT SUPPLY SOURCES	(MAY 1995)
52.253-1	COMPUTER GENERATED FORMS	(JAN 1991)

#### **I23-001 HAZARD WARNING LABELS (DFARS 252.223-7001) (DEC 1991)**

(a) "Hazardous material," as used in this clause, is defined in the Hazardous Material Identification and Material Safety Data clause of this contract.

(b) The Contractor shall label the item package (unit container) of any hazardous material to be delivered under this contract in accordance with the Hazard Communication Standard (29 CFR 1910.1200 et seq). The Standard requires that the hazard warning label conform to the requirements of the standard unless the material is otherwise subject to the labeling requirements of one of the following statutes:

- (1) Federal Insecticide, Fungicide and Rodenticide Act;
- (2) Federal Food, Drug and Cosmetics Act;
- (3) Consumer Product Safety Act;
- (4) Federal Hazardous Substances Act; or
- (5) Federal Alcohol Administration Act.

(c) The Offeror shall list which hazardous material listed in the Hazardous Material Identification and Material Safety Data clause of this contract will be labeled in accordance with one of the Acts in paragraphs (b)(1) through (5) of this clause instead of the Hazard Communication Standard. Any hazardous material not listed will be interpreted to mean that a label is required in accordance with the Hazard Communication Standard.

MATERIAL(If none, insert "None")

ACT

_____	_____
_____	_____

(d) The apparently successful Offeror agrees to submit, before award, a copy of the hazard warning label for all hazardous materials not listed in paragraph (c) of this clause. The Offeror shall submit the label with the Material Safety Data Sheet being furnished under the Hazardous Material Identification and Material Safety Data clause of this contract.

(e) The Contractor shall also comply with MIL-STD-129, Marking for Shipment and Storage (including revisions adopted during the term of this contract).

**I23-3 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA  
(FAR 52.223-3) (JAN 1997)**

(a) "Hazardous material", as used in this clause, includes any material defined as hazardous under the latest version of Federal Standard No. 313 (including revisions adopted during the term of the contract).

(b) The offeror must list any hazardous material, as defined in paragraph (a) of this clause, to be delivered under this contract. The hazardous material shall be properly identified and include any applicable identification number, such as National Stock Number or Special Item Number. This information shall also be included on the Material Safety Data Sheet submitted under this contract.

MATERIAL(If none, insert "None")

IDENTIFICATION NO.

_____	_____
_____	_____
_____	_____

(c) This list must be updated during performance of the contract whenever the Contractor determines that any other material to be delivered under this contract is hazardous.

(d) The apparently successful offeror agrees to submit, for each item as required prior to award, a Material Safety Data Sheet, meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous material identified in paragraph (b) of this clause. Data shall be submitted in accordance with Federal Standard No. 313, whether or not the apparently successful offeror is the actual manufacturer of these items. Failure to submit the Material Safety Data Sheet prior to award may result in the apparently successful offeror being considered nonresponsible and ineligible for award.

(e) If, after award, there is a change in the composition of the item(s) or a revision to Federal Standard No. 313, which renders incomplete or inaccurate the data submitted under paragraph (d) of this clause, the Contractor shall promptly notify the Contracting Officer and resubmit the data.

(f) Neither the requirements of this clause nor any act or failure to act by the Government shall relieve the Contractor of any responsibility or liability for the safety of Government, Contractor, or subcontractor personnel or property.

(g) Nothing contained in this clause shall relieve the Contractor from complying with applicable Federal, State, and local laws, codes, ordinances, and regulations (including the obtaining of licenses and permits) in connection with hazardous material.

(h) The Government's rights in data furnished under this contract with respect to hazardous material are as follows:

(1) To use, duplicate and disclose any data to which this clause is applicable. The purposes of this right are to--

(i) Apprise personnel of the hazards to which they may be exposed in using, handling, packaging, transporting, or disposing of hazardous materials;

- (ii) Obtain medical treatment for those affected by the material; and
  - (iii) Have others use, duplicate, and disclose the data for the Government for these purposes.
- (2) To use, duplicate, and disclose data furnished under this clause, in accordance with subparagraph (h)(1) of this clause, in precedence over any other clause of this contract providing for rights in data.
- (3) The Government is not precluded from using similar or identical data acquired from other sources.

**I32-900 SUBMISSION OF INVOICES (FIXED PRICE) (NAPS 5252.232-9000) (JUL 1992)**

- (a) "Invoice" as used in this clause does not include contractor's requests for progress payments.
- (b) The contractor shall submit original invoices with copies to the address identified in the solicitation/contract award form (SF26 - Block 10; SF33 - Block 23; SF1447 - Block 14), unless orders are applicable, in which case invoices will be segregated by individual order and submitted to the address specified in the order (DD1155 - Block 13 or SF26 - Block 10).
- (c) The use of copies of the Material Inspection and Receiving Report (MIRR), DD Form 250, as an invoice is encouraged. DFARS Appendix F-306 provides instructions for such use. Copies of the MIRR used as an invoice are in addition to the standard distribution stated in DFARS F-401.
- (d) In addition to the requirements of the Prompt Payment clause of this contract, the contractor shall cite on each invoice the contract line item number (CLIN); the contract subline item number (SLIN), if applicable; the accounting classification reference number (ACRN) as identified on the financial accounting data sheets, and the payment terms.
- (e) The contractor shall prepare:
- ☐ a separate invoice for each activity designated to receive the supplies or services.
  - ☒ a consolidated invoice covering all shipments delivered under an individual order.
  - ☐ either of the above.
- (f) If acceptance is at origin, the contractor shall submit the MIRR or other acceptance verification directly to the designated payment office. If acceptance is at destination, the consignee will forward acceptance verification to the designated payment office.

**I52-2 CLAUSES INCORPORATED BY REFERENCE (FAR 52.252-2) (FEB 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): <http://www.arnet.gov/far/>

**SECTION J LIST OF ATTACHMENTS**

**J10 LIST OF ATTACHMENTS**

<u>EXHIBIT</u>	<u>TITLE</u>	<u>PAGES</u>
"A"	DD Form 1423, Contract Data Requirements List	3
<u>ATTACHMENT</u>		
1	Statement of Work – Basic Transducer Restoration Program	7
2	Statement of Work – TR-232 Series Transducer Repair	5
3	Statement of Work – TR-233 Series Transducer Repair	5
4	Comments in the Interest of Competition	1
5	Drawings and Compendium (To be provided under separate cover)	-

**SECTION K REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS  
OF OFFERORS OR RESPONDENTS**

The following solicitation provisions are hereby incorporated by reference:

<u>Number</u>	<u>Title</u>	<u>Date</u>
52.203-11	CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	(APR 1991)
252.225-7031	SECONDARY ARAB BOYCOTT OF ISRAEL	(APR 2003)

**K16 OFFEROR DATA (APR 2002)**

(a) Offerors shall provide the data requested below. Provide the data for each subcontractor exceeding \$100,000.

(b) Contractor Identification Data.

DUNS Number \_\_\_\_\_

CAGE Code \_\_\_\_\_

(b) Contractor Systems Approval Data. Explain any disapproval, or approval pending, etc. in the cost proposal.

(1) Accounting System (All contracts other than Firm Fixed Price)

Date Submitted \_\_\_\_\_ Date Approved \_\_\_\_\_ By \_\_\_\_\_

Limitations \_\_\_\_\_

(2) Cost Accounting Standards Disclosure Statement (Large Businesses Only)

Date Submitted \_\_\_\_\_ Date Approved \_\_\_\_\_ By \_\_\_\_\_

Latest Revision of CASB

Date Submitted \_\_\_\_\_ Date Approved \_\_\_\_\_ By \_\_\_\_\_

Potential Non-Compliances (As notified by ACO) \_\_\_\_\_

(3) Purchasing System (See FAR 44.302)

Date Submitted \_\_\_\_\_ Date Approved \_\_\_\_\_ By \_\_\_\_\_

(4) Forward Pricing Rate Agreement (If Applicable)

Date Submitted \_\_\_\_\_ Date Approved \_\_\_\_\_ By \_\_\_\_\_

(5) Facilities Clearance (Security) (If Required by DD Form 254)

Date Submitted \_\_\_\_\_ Date Approved \_\_\_\_\_ By \_\_\_\_\_

(c) Contract Administration Data. Identify the cognizant Defense Contracting Management (DCM) Agency and Defense Contract Audit Agency (DCAA) offices.

DCM Office \_\_\_\_\_

ACO (or POC) Name and Telephone \_\_\_\_\_

DCAA Office \_\_\_\_\_

Auditor (or POC) Name and Telephone \_\_\_\_\_

**K03-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (FAR 52.203-2) (APR 1985)**

(a) The offeror certifies that-

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered;

(2) The prices in the offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory--

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above \_\_\_\_\_

*[insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization];*

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of this disclosure.

#### **K04-3 TAXPAYER IDENTIFICATION (FAR 52.204-3) (OCT 1998)**

(a) Definitions.

"Common parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

☐ TIN: \_\_\_\_\_

☐ TIN has been applied for.

☐ TIN is not required because:

- ☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;
- ☐ Offeror is an agency or instrumentality of a foreign government;
- ☐ Offeror is an agency or instrumentality of the Federal Government;

(e) Type of organization.

- ☐ Sole proprietorship;
- ☐ Partnership;
- ☐ Corporate entity (not tax-exempt);
- ☐ Corporate entity (tax-exempt);
- ☐ Government entity (Federal, State, or local);
- ☐ Foreign government;
- ☐ International organization per 26 CFR 1.6049-4;
- ☐ Other \_\_\_\_\_.

(f) Common Parent.

- ☐ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.
- ☐ Name and TIN of common parent:

Name: \_\_\_\_\_

TIN: \_\_\_\_\_

**K04-5 WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS) (FAR 52.204-5)  
(MAY 1999)**

(a) *Definition.* "Women-owned business concern," as used in this provision, means a concern that is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) *Representation.* [Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, Small Business Program Representations, of this solicitation.] The offeror represents that it ☐ is, ☐ is not a women-owned business concern.

**K09-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT,  
AND OTHER RESPONSIBILITY MATTERS (FAR 52.209-5) (DEC 2001)**

(a) (1) The Offeror certifies, to the best of its knowledge and belief, that--

(i) The Offeror and/or any of its Principals--

(A) Are ☐, are not ☐, presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have ☐, have not ☐, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of

offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are ☐, are not ☐, presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(D) of this provision.

(ii) The Offeror has ☐, has not ☐, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

**K09-001 DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY (DFARS 252.209-7001) (MAR 1998)**

(a) Definitions. As used in this provision--

(1) "Government of a terrorist country" includes the state and the government of a terrorist country, as well as any political subdivision, agency, or instrumentality thereof.

(2) "Terrorist country" means a country determined by the Secretary of State, under section 6(j)(1)(A) of the Export Administration Act of 1979 (50 U.S.C. App. 2405(j)(i)(A)), to be a country the government of which has repeatedly provided support for acts of international terrorism. As of the date of this provision, terrorist countries include: Cuba, Iran, Iraq, Libya, North Korea, Sudan, and Syria.

(3) "Significant interest" means--

(i) Ownership of or beneficial interest in 5 percent or more of the firm's or subsidiary's securities. Beneficial interest includes holding 5 percent or more of any class of the firm's securities in "nominee shares", "street names", or some other method of holding securities that does not disclose the beneficial owner;

(ii) Holding a management position in the firm such as director or officer;

(iii) Ability to control or influence the election, appointment, or tenure of directors or officers in the firm;



- (iv) Ownership of 10 percent or more of the assets of a firm such as equipment, buildings, real estate, or other tangible assets of the firm; or
- (v) Holding 50 percent or more of the indebtedness of a firm.

(b) Prohibition on award. In accordance with 10 U.S.C. 2327, no contract may be awarded to a firm or a subsidiary of a firm if the government of a terrorist country has a significant interest in the firm or subsidiary or, in the case of a subsidiary, the firm that owns the subsidiary, unless a waiver is granted by the Secretary of Defense.

(c) Disclosure. If the government of a terrorist country has a significant interest in the Offeror or a subsidiary of the Offeror, the Offeror shall disclose such interest in an attachment to its offer. If the Offeror is a subsidiary, it shall also disclose any significant interest the government of a terrorist country has in any firm that owns or controls the subsidiary. The disclosure shall include-

- (1) Identification of each government holding a significant interest; and
- (2) A description of the significant interest held by each Government.

**K15-6 PLACE OF PERFORMANCE (FAR 52.215-6) (OCT 1997)**

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, ☐ intends, ☐ does not intend [*check applicable box*] to use one or more plants or facilities at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks "intends" in paragraph (a) of this provision, it shall insert in the following spaces the required information:

Place of Performance  
(Street Address, City,  
County, State, Zip Code)

Name and Address of Owner and  
Operator of the Plant or Facility  
if other than offeror or respondent

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**K19-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (FAR 52.219-1) (APR 2002) – ALT I (APR 2002)**

(a) (1) The North American Industry Classification System (NAICS) code for this acquisition is set forth in block 8 of the SF 1447, Page 1 of this solicitation.

(2) The small business size standard is set forth in block 8 of the SF 1447, Page 1 of this solicitation.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations.

(1) The offeror represents as part of its offer that it ☐ is, ☐ is not a small business concern.

(2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it ☐ is, ☐ is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it ☐ is, ☐ is not a women-owned small business concern.

(4) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it ☐ is, ☐ is not a veteran-owned small business concern.

(5) (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.) The offeror represents as part of its offer that it ☐ is, ☐ is not a service-disabled veteran-owned small business concern.

(6) (Complete only if offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, as part of its offer, that –

(i) It ☐ is, ☐ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office of ownership, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR Part 126; and

(ii) It ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: \_\_\_\_\_.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(7) [Complete if offeror represented itself as disadvantaged in paragraph (b)(2) of this provision.] The offeror shall check the category in which its ownership falls:

☐ Black American.

☐ Hispanic American.

☐ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

☐ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

☐ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

☐ Individual/concern, other than one of the preceding.

(c) Definitions. As used in this provision--

*“Service-disabled veteran-owned small business concern” -*

(1) Means a small business concern -

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

*"Small business concern,"* means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

*"Veteran-owned small business concern"* means a small business concern -

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

*"Women-owned small business concern,"* means a small business concern--

(1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to sections 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall --

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

**K22-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FAR 52.222-22) (FEB 1999)**

The offeror represents that-

(a) It ☐ has, ☐ has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;

(b) It ☐ has, ☐ has not, filed all required compliance reports, and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

**K22-25 AFFIRMATIVE ACTION COMPLIANCE (FAR 52.222-25) (APR 1984)**

The offeror represents that -

(a) It ☐ has developed and has on file, ☐ has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or

(b) It ☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

**K22-38 COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS  
(DEC 2001)**

By submission of its offer, the offeror represents that, if it is subject to the reporting requirements of 38 U.S.C. 4212(d) (i.e., if it has any contract containing Federal Acquisition Regulation clause 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans), it has submitted the most recent VETS-100 Report required by that clause.

**K23-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (FAR 52.223-13)  
(AUG 2003)**

(a) Executive Order 13148, of April 21, 2000, Greening the Government through Leadership in Environmental Management, requires submission of this certification as a prerequisite for contract award.

(b) By signing this offer, the offeror certifies that---

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or--

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: *[Check each block that is applicable.]*-

☐ (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed in 40 CFR 372.65;

☐ (ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);

☐ (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

☐ (iv) The facility does not fall within the following Standard Industrial Classification (SIC) codes or their corresponding North American Industry Classification System sectors:

(A) Major group code 10 (except 1011, 1081, and 1094).

(B) Major group code 12 (except 1241).

(C) Major group codes 20 through 39.

(D) Industry code 4911, 4931, 4939 (limited to facilities that combust coal and/or oil for the purpose of generating power for distribution in commerce).

(E) Industry code 4953 (limited to facilities regulated under the Resource Conservation and Recovery Act, Subtitle C (42 U.S.C. 6921, *et seq.*)), or 5169, 5171, 7389 (limited to facilities primarily engaged in solvent recovery services on a contract or fee basis); or

☐ (v) The facility is not located within any State of the United States or its outlying areas.

**K25-003 REPORT OF INTENDED PERFORMANCE OUTSIDE THE UNITED STATES (APR 2003)**

- (a) The offeror shall submit a Report of Contract Performance Outside the United States, with its offer, if-
- (1) The offer exceeds \$10 million in value; and
  - (2) The offeror is aware that the offeror or a first-tier subcontractor intends to perform any part of the contract outside the United States and Canada that-
    - (i) Exceeds \$500,000 in value; and
    - (ii) Could be performed inside the United States or Canada.
- (b) Information to be reported includes that for-
- (1) Subcontracts;
  - (2) Purchases; and
  - (3) Intracompany transfers when transfers originate in a foreign location.
- (c) The offeror shall submit the report using-
- (1) DD Form 2139, Report of Contract Performance Outside the United States; or
  - (2) A computer-generated report that contains all information required by DD Form 2139.
- (d) The offeror may obtain a copy of DD Form 2139 from the Contracting Officer.

**K27-017 IDENTIFICATION AND ASSERTION OF USE, RELEASE, OR DISCLOSURE RESTRICTIONS (DFARS 252.227-7017) (JUN 1995)**

- (a) The terms used in this provision are defined in following clause or clauses contained in this solicitation--
- (1) If a successful offeror will be required to deliver technical data, the Rights in Technical Data--Noncommercial Items clause, or, if this solicitation contemplates a contract under the Small Business Innovative Research Program, the Rights in Noncommercial Technical Data and Computer Software--Small Business Innovative Research (SBIR) Program clause.
  - (2) If a successful offeror will not be required to deliver technical data, the Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation clause, or, if this solicitation contemplates a contract under the Small Business Innovative Research Program, the Rights in Noncommercial Technical Data and Computer Software--Small Business Innovative Research (SBIR) Program clause.
- (b) The identification and assertion requirements in this provision apply only to technical data, including computer software documents, or computer software to be delivered with other than unlimited rights. For contracts to be awarded under the Small Business Innovative Research Program, the notification requirements do not apply to technical data or computer software that will be generated under the resulting contract. Notification and identification is not required for restrictions based solely on copyright.
- (c) Offers submitted in response to this solicitation shall identify, to the extent known at the time an offer is submitted to the Government, the technical data or computer software that the Offeror, its subcontractors or suppliers, or potential subcontractors or suppliers, assert should be furnished to the Government with restrictions on use, release, or disclosure.
- (d) The Offeror's assertions, including the assertions of its subcontractors or suppliers or potential subcontractors or suppliers shall be submitted as an attachment to its offer in the following format, dated and signed by an official authorized to contractually obligate the Offeror:

Identification and Assertion of Restrictions on the Government's Use, Release, or Disclosure of Technical Data or Computer Software.

The Offeror asserts for itself, or the persons identified below, that the Government's rights to use, release, or disclose the following technical data or computer software should be restricted:

---

Technical Data or Computer Software to be Furnished With Restrictions *	Basis for Assertion **	Asserted Rights Category ***	Name of Person Asserting Restrictions ****
(LIST)*****	(LIST)	(LIST)	(LIST)

\* For technical data (other than computer software documentation) pertaining to items, components, or processes developed at private expense, identify both the deliverable technical data and each such items, component, or process. For computer software or computer software documentation identify the software or documentation.

\*\* Generally, development at private expense, either exclusively or partially, is the only basis for asserting restrictions. For technical data, other than computer software documentation, development refers to development of the item, component, or process to which the data pertain. The Government's rights in computer software documentation generally may not be restricted. For computer software, development refers to the software. Indicate whether development was accomplished exclusively or partially at private expense. If development was not accomplished at private expense, or for computer software documentation, enter the specific basis for asserting restrictions.

\*\*\* Enter asserted rights category (e.g., government purpose license rights from a prior contract, rights in SBIR data generated under another contract, limited, restricted, or government purpose rights under this or a prior contract, or specially negotiated licenses).

\*\*\*\* Corporation, individual, or other person, as appropriate.

\*\*\*\*\* Enter "none" when all data or software will be submitted without restrictions.

Date \_\_\_\_\_

Printed Name and Title \_\_\_\_\_

Signature \_\_\_\_\_

(End of identification and assertion)

(e) An offeror's failure to submit, complete, or sign the notification and identification required by paragraph (d) of this provision with its offer may render the offer ineligible for award.

(f) If the Offeror is awarded a contract, the assertions identified in paragraph (d) of this provision shall be listed in an attachment to that contract. Upon request by the Contracting Officer, the Offeror shall provide sufficient information to enable the Contracting Officer to evaluate any listed assertion.

### **K30-1 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION (FAR 52.230-1) (JUN 2000)**

Note: This notice does not apply to small businesses or foreign governments. This notice is in three parts, identified by Roman numerals I through III.

Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract.

If the offeror is an educational institution, Part II does not apply unless the contemplated contract will be subject to full or modified CAS coverage pursuant to 48 CFR 9903.201-2(c)(5) or 9903.201-2(c)(6), respectively.

I. DISCLOSURE STATEMENT - COST ACCOUNTING PRACTICES AND CERTIFICATION

(a) Any contract in excess of \$500,000 resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.

(b) Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR Chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9903.202. When required, the Disclosure Statement must be submitted as a part of the offeror's proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) Part I of this provision.

**CAUTION:** In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to practice for pricing proposals or accumulating and reporting contract performance cost data.

(c) Check the appropriate box below:

☐ (1) Certificate of Concurrent Submission of Disclosure Statement.

The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows:

(i) original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable, and

(ii) one copy to the cognizant Federal auditor.

(Disclosure must be on Form Number CASB-DS-1 or CASB DS-2, as applicable. Forms may be obtained from the cognizant ACO or Federal official and/or from the loose-leaf version of the Federal Acquisition Regulation.)

Date of Disclosure Statement: \_\_\_\_\_

Name and Address of Cognizant ACO or Federal Official where filed: \_\_\_\_\_

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

☐ (2) Certificate of Previously Submitted Disclosure Statement.

The offeror hereby certifies that the required Disclosure Statement was filed as follows:

Date of Disclosure Statement: \_\_\_\_\_

Name and Address of Cognizant ACO or Federal Official where filed: \_\_\_\_\_

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable disclosure statement.

☐ (3) Certificate of Monetary Exemption.

The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling \$50 million or more in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

☐ (4) Certificate of Interim Exemption.

The offeror hereby certifies that (i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and (ii) in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under subparagraphs (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

**CAUTION:** Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of \$50 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

II. COST ACCOUNTING STANDARDS-ELIGIBILITY FOR MODIFIED CONTRACT COVERAGE

If the offeror is eligible to use the modified provisions of 48 CFR 9903.201-2(b) and elects to do so, the offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

☐ The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than \$50 million in awards of CAS-covered prime contracts and subcontracts.

**CAUTION:** An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of \$50 million or more or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of \$50 million or more.

III. ADDITIONAL COST ACCOUNTING STANDARDS APPLICABLE TO EXISTING CONTRACTS

The offeror shall indicate below whether award of the contemplated contract would, in accordance with subparagraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

☐ YES ☐ NO

**K47-022 REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA (DFARS 252.247-7022)  
(AUG 1992)**

(a) The Offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term "supplies" is defined in the Transportation of Supplies by Sea clause of this solicitation.

(b) Representation. The Offeror represents that it--

☐ Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

☐ Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(c) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense FAR Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.



## SECTION L INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS OR QUOTERS

The following solicitation provisions are hereby incorporated by reference:

<u>Number</u>	<u>Title</u>	<u>Date</u>
52.204-6	DATA UNIVERSAL NUMBERING SYSTEM (DUNS)	(JUN 1999)
252.204-7001	COMMERCIAL AND GOVERNMENT ENTITY (CAGE) CODE REPORTING	(AUG 1999)
52.211-14	NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE check one: _____ DX or <u>X</u> _____ DO rated order	(SEP 1990)
52.214-35	SUBMISSION OF OFFERS IN U. S. CURRENCY	(APR 1991)
52.215-16	FACILITIES CAPITAL COST OF MONEY	(JUN 2003)
52.222-24	PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION	(FEB 1999)
252.227-7028	TECHNICAL DATA OR COMPUTER SOFTWARE PREVIOUSLY DELIVERED TO THE GOVERNMENT	(JUN 1995)

### L2 OTHER INSTRUCTIONS TO OFFERORS (NOV 1999)

(a) It is the offeror's responsibility to ensure delivery of the proposal to the Bid Depository by the time and date specified on the solicitation form. FAR Provision 52.215-1 provides regulatory guidance concerning the timeliness of bids or proposals. Offerors should read this provision before determining which method of transmittal is appropriate.

(b) Clearly indicate the solicitation number and the closing time and date on the outside of the package containing the offer.

(c) Offerors are cautioned that certain prior approval procedures (e.g., visitor's pass, badging, etc.) must be followed to gain access to the Naval Station Newport. These procedures may cause time delays and are considered part of the responsibility of the offeror.

### L3 PRE-AWARD POINT OF CONTACT

The Contract Negotiator assists the Contracting Officer, and is responsible for negotiation of the contract during the pre-award phase. The Contract Negotiator is the preferred point of contact for questions and problem reporting, and should be contacted first for all pre-award matters. The contract negotiator is identified in Block 7 of the SF 1447.

### L4 FACSIMILE PROPOSALS AND BIDS NOT AUTHORIZED

Facsimile proposals (bids) are not authorized for this acquisition. "Facsimile proposal (bid)," as used in this solicitation, means a proposal (bid), modification of a proposal (bid), or withdrawal of a proposal (bid) that is transmitted to and received by the Government via electronic equipment that communicates and reproduces both printed and handwritten material.

### L5 REQUIREMENTS FOR OFFEROR COMPLETION (APR 2002)

Certain sections of this solicitation require the offeror to provide information. The list that follows indicates the clauses, provisions and attachments that require offeror completion and that may be included in this solicitation. Offerors should review the solicitation carefully and insert relevant data wherever required.

Section A - Forms. SF1447 (Solicitation/Contract). Blocks 11, 13, 15, 21, 22, 27 and the back of the form.

Section B - Supplies/Services and Prices. Clause B10

Section F - Deliveries or Performance. Clauses F10, F11-8, F17 and F40

Section G - Contract Administration Data. Clauses G14 and G15

Section I - Contract Clauses. Clauses I23-001 and I23-3

Section K - Representations, Certifications, and Other Statements of Offeror.

All required certifications and representations

**L7 NOTICE TO SUBMIT A SUBCONTRACTING PLAN FOR SMALL BUSINESS AND SMALL DISADVANTAGED BUSINESS CONCERNS**

- (a) The contractor shall, in accordance with the provisions of FAR 52.219-9, submit a subcontracting plan for small business and small disadvantaged business concerns to the PCO with an informational copy provided to the ACO.
- (b) For offers pursuant to a solicitation, the subcontracting plan shall be submitted as part of the Cost Proposal.
- (c) For Letter contracts, the subcontracting plan shall be submitted by the date on which the contractor submits a priced proposal for definitization.

**L9 AVAILABILITY OF REQUIRED FORMS AND PUBLICATIONS**

- (a) Offerors will need a variety of required Government forms and publications in submitting offers and performing the contract. These are available as specified below; payment may be necessary.
  - (1) Forms listed in FAR Section 53 (Standard Forms and Optional Forms) are available per FAR 53.107(b) from the Superintendent of Documents, GPO, Washington, DC 20402. This is the best source of all Federal, non-DoD publications and documents.
  - (2) Forms listed in DFARS Section 53 (DD Forms) are available from the same activity as specifications (See Section L, FAR 52.211-2). This is the best source of DoD publications and documents.
  - (3) Forms may also be available through the offeror's cognizant Administrative Contracting Officer.
  - (4) In addition to Government sources, items may be available from public libraries and commercial sources.
- (b) All NUWC Division, Newport specific forms are attached; see Section J.

**L11-1 AVAILABILITY OF SPECIFICATIONS LISTED IN THE GSA INDEX OF FEDERAL SPECIFICATIONS, STANDARDS AND COMMERCIAL ITEM DESCRIPTIONS, FPMR PART 101-29 (FAR 52.211-1) (AUG 1998)**

- (a) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to –

GSA Federal Supply Service  
Specifications Section, Suite 8100  
470 East L'Enfant Plaza, SW  
Washington, DC 20407

Telephone (202) 619-8925  
Facsimile (202) 619-8978

- (b) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (a) of this provision. Additional copies will be issued for a fee.

**L11-2 AVAILABILITY OF SPECIFICATIONS LISTED IN THE DOD INDEX OF SPECIFICATIONS AND STANDARDS (DODISS) AND DESCRIPTIONS LISTED IN THE ACQUISITION MANAGEMENT SYSTEMS AND DATA REQUIREMENTS CONTROL LIST, DOD 5010.12-L (FAR 52.211-2) (DEC 1999)**

Copies of specifications, standards, and data item descriptions cited in this solicitation may be obtained--

- (a) From the ASSIST database via the Internet at <http://assist.daps.mil>; or
- (b) By submitting a request to the--

Department of Defense Single Stock Point (DoDSSP)  
Building 4, Section D  
700 Robbins Avenue  
Philadelphia, PA 19111-5094

Telephone (215) 697-2667/2179  
Facsimile (215) 697-1462

**L11-900 NOTICE TO OFFERORS -- USE OF OZONE DEPLETING SUBSTANCES  
(NAPS 5252.211-9000) (AUG 1993)**

(a) In accordance with section 326 of Pub L. 102-484, the Department of Defense is prohibited from awarding any contract which includes a DoD-directed specification or standard that requires the use of a Class I ozone depleting substance (ODS) or that can be met only through the use of such a substance unless such use has been approved by a senior acquisition official (SAO). The SAO approval is based on a technical certification that no suitable substitute for the ODS is currently available.

(b) To comply with this statute, the Navy has screened the specifications and standards associated with this solicitation. To the extent that ODS requirements were revealed by this review they are identified below:

**Class I ODS Identified**

**Specification/Standard**

(c) If offerors possess knowledge about any other Class I ODS required directly or indirectly by the specification or standards, the Navy would appreciate such information in your response to this solicitation. Offerors are under no obligation to comply with this request and no compensation can be provided for doing so.

**L12X DRAWINGS AND SPECIFICATIONS MAY BE RETAINED**

The drawing(s) and/or specifications listed in Section J and accompanying this bid or proposal may be retained by the bidder or offeror for future reference.

Contractors interested in submitting an offer under this solicitation should request a drawing package from Laina J. Ouellette at 401-832-1642 or FAX: 401-832-4820 or EMAIL: [ouellettelj@npt.nuwc.navy.mil](mailto:ouellettelj@npt.nuwc.navy.mil)

**L15-1 INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION (FAR 52.215-1)  
(MAY 2001)**

(a) *Definitions.* As used in this provision--

“Discussions” are negotiations that occur after establishment of the competitive range that may, at the Contracting Officer's discretion, result in the offeror being allowed to revise its proposal.

“In writing”, “writing” or “written” means any worded or numbered expression which can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

“Proposal modification” is a change made to a proposal before the solicitation's closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

“Proposal revision” is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

“Time,” if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

(b) *Amendments to solicitations.* If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

(c) *Submission, modification, revision, and withdrawal of proposals.*

(1) Unless other methods (e.g., electronic commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages

(i) addressed to the office specified in the solicitation, and

(ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror. Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information in paragraphs (c)(1)(i) and (c)(1)(ii) of this provision.

(2) The first page of the proposal must show--

- (i) The solicitation number;
  - (ii) The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);
  - (iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;
  - (iv) Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the offeror's behalf with the Government in connection with this solicitation; and
  - (v) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.
- (3) *Submission, modification, revision, and withdrawal of proposals.*
- (i) Offerors are responsible for submitting proposals, and any modifications or revisions, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that proposal or revision is due.
  - (ii)(A) Any proposal, modification, or revision received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and –
    - (1) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals; or
    - (2) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or
    - (3) It is the only proposal received.
  - (B) However, a late modification of an otherwise successful proposal that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.
  - (iii) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.
  - (iv) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.
  - (v) Proposals may be withdrawn by written notice received at any time before award. Oral proposals in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision at 52.215-5, Facsimile Proposals. Proposals may be withdrawn in person by an offeror or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.
- (4) Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items.
- (5) Offerors shall submit proposals in response to this solicitation in English, unless otherwise permitted by the solicitation, and in U.S. dollars, unless the provision at FAR 52.225-17, Evaluation of Foreign Currency Offers, is included in the solicitation.
- (6) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.

- (7) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.
- (8) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.
- (d) *Offer expiration date.* Proposals in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet (unless a different period is proposed by the offeror).
- (e) *Restriction on disclosure and use of data.* Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall--
- (1) Mark the title page with the following legend:

This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed--in whole or in part-- for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of--or in connection with-- the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [insert numbers or other identification of sheets]; and
  - (2) Mark each sheet of data it wishes to restrict with the following legend:

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.
- (f) *Contract award.*
- (1) The Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.
  - (2) The Government may reject any or all proposals if such action is in the Government's interest.
  - (3) The Government may waive informalities and minor irregularities in proposals received.
  - (4) The Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.
  - (5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal.
  - (6) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government's best interest to do so.
  - (7) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.
  - (8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.
  - (9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.
  - (10) A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the time specified in the proposal shall result in a binding contract without further action by either party.
  - (11) The Government may disclose the following information in postaward debriefings to other offerors:
    - (i) The overall evaluated cost or price and technical rating of the successful offeror;

- (ii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection;
- (iii) A summary of the rationale for award; and
- (iv) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

**L16-1 TYPE OF CONTRACT (FAR 52.216-1) (APR 1984)**

The Government contemplates award of an Indefinite Delivery Requirements with Firm Fixed Price provisions type contract resulting from this solicitation.

**L30 PROPOSAL SUBMISSION - GENERAL REQUIREMENTS (APR 2003)**

(a) Offerors must respond to all requirements of the solicitation document. Submit proposals to the address indicated in block 7 of the SF1447.

(b) Proposal Format. This section specifies the format that offerors shall use in submitting proposals in response to this solicitation. The intent is to provide a certain degree of uniformity in the format of the proposals to ensure a complete, fair and efficient evaluation.

(1) Partition. Offerors are required to submit their proposals in separate parts as follows:

- (i) Letter of Transmittal, if any
- (ii) Original plus 2 copies of the signed solicitation document with all the required fill-ins completed. Staple this document together for submittal. ***Do not alter or punch holes in the solicitation document.***
- (iii) Volume I - Technical Proposal - Include all data and information required for evaluation as set forth in the provision entitled, "Technical Proposal". Exclude any reference to the pricing aspects of the offer.
- (iv) Volume II - Cost/Price Proposal - Include all data and information required for evaluation as set forth in the provision entitled, "Cost Proposal".
- (v) Page Limits and Copies.

<u>Volume</u>	<u>Maximum Number of Pages</u>	<u>Copies Required</u>
Volume I - Technical	<u><b>No Limit</b></u> (Not including Personnel Qualification Sheets, Personnel Data Forms or Past Performance Data, if any.)	Original plus 4 copies
Volume II - Cost	<u><b>No Limit</b></u>	Original plus 1 copy

***Important Note: Offerors shall not include CLASSIFIED material in the volumes.***

(2) General Format and Markings.

- (i) The text of the proposal shall be printed single sided on 8 1/2 by 11 inch paper. Pages shall be consecutively numbered. Type size shall be 10 point "Times" font or equivalent, uncompressed and unreduced. Text shall be single-spaced with margins of at least one inch on all sides. Foldout pages up to 11 x 17 inches may be used for diagrams, charts or graphic material with type size(s) left to the discretion of the offeror.
- (ii) Provide a Table of Contents in sufficient detail so that the important proposal elements can be easily located. The use of tabs and dividers is encouraged. The proposal Title Page will include all information required in (iii) below plus identification of copies bearing original authorizing signatures.
- (iii) The Cost and Technical volumes shall be in standard three-ring loose-leaf binders that can be easily opened and closed. Binders shall be marked as follows:

- Proposal Title
- Proposal Category (Technical or Cost)
- Volume number
- Security classification (Unclassified only)
- RFP number
- Name and address of the offeror
- Serial number/copy number

(iv) Subcontractor data submitted directly to the Government in support of the prime offeror's cost proposal shall follow the format described above. Subcontractor submittals shall prominently identify the prime offeror.

(c) Style.

- (1) Submit a proposal that clearly and concisely describes and defines the contractor's response to the requirements contained in the solicitation. General or vague statements such as "standard procedures will be used" or "good engineering practices" will not satisfy this requirement.
- (2) Do not elaborate unnecessarily or provide other presentations beyond that sufficient to present a complete and effective proposal. Elaborate artwork, expensive paper or bindings, and expensive visual or other presentation aids are neither necessary nor desired. Either of these may be construed as an indication of a lack of understanding or cost consciousness.
- (3) Do not repeat information required in the responses in two or more proposal data requirements. Include detailed information in the area of the proposal where it contributes most critically. In other areas where a repeat discussion is necessary, provide a reference to the detailed discussion location.
- (4) Provide all pertinent information in sufficient detail to permit evaluation of the proposal. Provide cross-references so that the Government can trace the various related discussions.

**L33-2 SERVICE OF PROTEST (FAR 52.233-2) (AUG 1996)**

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from the issuing office indicated in Block 7 of the SF 1447.

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

**L34X TECHNICAL PROPOSAL**

**CONTENT - TECHNICAL PROPOSAL (VOLUME I)**

(a) Organization. The technical proposal shall include information and documentation in sufficient detail to clearly identify the offer's overall merit, divided in the following sections, in the order listed.

- Facilities
- Past Performance

(b) Facilities.

The offeror shall list and describe all existing and planned facilities which are required for the restoration, testing, packing, and shipping of the transducers. (It is assumed that existing fabrication facilities will be used for restoration where applicable.) Any special or unusual facilities required for specific units shall be identified. The acoustic test facility, including operational characteristics, that will be used to perform the acoustic acceptance tests on each of the proposed restoration units shall be described in detail.

The offeror shall explicitly identify those facilities which are owned by the offeror. The offeror shall identify those facilities which will be obtained by subcontract or hired from the Government. Non-resident facilities shall be described in terms of availability, location, distance, and length of time required.

(c) Past Performance. In a separate attachment, provide information relative to past performance.

(1) Provide a list of all (maximum of 10) contracts and subcontracts with a value exceeding \$100,000 that are currently in process or have been completed during the past two years. If the maximum is exceeded, list the 10 most current actions. Contracts listed shall include those entered into with Federal, state or local governments as well as commercial customers. Offerors that are newly formed entities without prior contracts should list contracts and subcontracts as required above for all key personnel. Include the following information for each contract and subcontract:

- Contract Title
  - Date of Award
  - Name of contracting activity or commercial firm
  - Contract number
  - Contract type
  - Total contract value
  - Brief narrative (less than 20 lines) describing your involvement in the effort, complexity, objectives achieved, and types of personnel who performed under the contract. List ships or military systems involved, if any. List major subcontractors.
  - Procuring Contracting Officer\* and telephone
  - Administrative Contracting Officer\*, if different, and telephone
  - Government Program Manager\* or COR, and telephone
- \*Or non-Government official with similar duties or rank

(2) Describe any quality awards or certifications that indicate the offeror possesses a high-quality process for developing and producing the product or service required. Such awards or certifications include, for example, the Malcolm Baldrige Quality Award, the automobile industry's QS 9000, Sematech's SSQA, or ANSI/EIA-599. Identify what segment of the company (one division or the entire company) received the award or certification and when it was received. If the award or certification is over three years old, present evidence that the qualifications still apply.

(3) Provide similar past performance data for major subcontractors (those performing more than 25% of the effort).

(4) *This paragraph does not apply if the solicitation is conducted under the 8(a) program, or is set-aside for small business concerns. In addition, it applies only if the first two digits of the NAICS Code of this solicitation are 31, 32, 33, 54, 56, 61, or 62.* The Government will evaluate the participation of Small Disadvantaged Business (SDB) concerns in the contract. In order to receive credit for the participation of SDB concerns in the contract, the offeror must provide, with its offer, targets, expressed as dollars and percentages of total contract value, for SDB participation. The targets may provide for participation by a prime contractor, joint venture partner, teaming arrangement member, or subcontractor; however, the targets for subcontractors must be listed separately. The offeror must provide copies of the latest DD294 submitted under the 5 most recent contracts that have an applicable Small Business Subcontracting Plan. Credit under this provision is not available to an SDB concern that qualifies for a price evaluation adjustment under the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, unless the SDB concern specifically waives the price evaluation adjustment.

**L52-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FAR 52.252-1)  
(FEB 1998)**

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es): <http://www.arnet.gov/far/>

**SECTION M EVALUATION FACTORS FOR AWARD**

The following solicitation provisions are hereby incorporated by reference:



<u>Number</u>	<u>Title</u>	<u>Date</u>
52.247-47	EVALUATION – F.O.B. ORIGIN	(APR 1984)

**M11 AWARD BY LOT**

Award will be made to a single offeror on each entire lot. The offeror must propose on all items in a lot to be eligible for award of that lot. Award will be made to the responsible offeror proposing the lowest aggregate price for each lot as designated above; however, the Government reserves the right to award by item within any lot when the contracting officer determines that it is advantageous to the Government. For the purpose of evaluating offers, each lot indicated below will be considered as a single item and will be awarded only as a unit:

<u>Lot Number</u>	<u>Item Number</u>
1	0001, 0005, 0009, 0013, 0017
2	0003, 0007, 0011, 0015, 0019

**M22 EVALUATION - RENT FREE USE OF GOVERNMENT PRODUCTION AND RESEARCH PROPERTY**

(a) To eliminate any competitive advantage arising from the use of Government production and research property on a rent-free basis, an evaluation factor will be applied to any offer involving such rent free use. The evaluation factor shall be determined by prorating the rent between the proposed contract and the work using such property as prescribed in FAR 45.205(b) and FAR 45.403 to find the pro-rata share applicable to the proposed contract.

(b) Offerors requesting rent free use shall furnish the figures on total rental charges for a period equivalent to the free rental period and the usage of the property under the various contracts and the proposed contract. Indicate applicable facilities contracts.

**M34X EVALUATION FOR AWARD - BEST VALUE**

(a) Award will be made to the responsible offeror whose proposal contains the combination of those criteria offering the best overall value to the Government. This will be determined by comparing the difference in value of technical (non-cost) features of proposals with the difference in the price to the Government. Offers will be evaluated on each of the following factors:

Facilities

Past Performance

Price

(b) Past Performance carries approximately three times the weight of Facilities. When combined, Facilities and Past Performance are significantly more important than Price. Although Price is less important than the other factors in combination, it is important and will be seriously considered. The degree of its importance will increase with the degree of equality of the proposals in relation to the other factors, or when it is so significantly high as to diminish the value of the technical superiority to the Government.

(c) Facilities. The Government will evaluate the proposed facilities to determine how well the acoustic test facility and its operational characteristics is suited to perform the acoustic acceptance tests on each of the proposed restoration units in accordance with the Statement of Work.

(d) Past Performance. Past performance will be evaluated as an indicator of the offeror's expected future performance. The currency and relevance of the information, source of the information, context of the data, and general trends in contractor's performance are representative of the types of data that may be considered. The Government may contact points of contact listed in the offeror's proposal for the purpose of obtaining additional past performance information. The number of contacts, if any, will be determined by the Government at its discretion. Selection of contacts may be random.

(i) The Government may consider information concerning the offeror's past performance that is not contained in the proposal. This may include information furnished by points of contact not named in the proposal or information from other sources such as commercial rating services.

(ii) In the case of an offeror without a record of relevant past performance or for whom information on past performance is not available, the offeror will not be evaluated favorably or unfavorably on past performance.

(e) Price. Price is the sum of the extended values of all SUBCLIN nominal order quantities as shown in Clause B10 Schedule of Supplies/Services and Prices – IDR (FFP). In evaluating offers, the Contracting Officer will evaluate whether the prices are reasonable and balanced when compared with the Government estimate. The offeror may be required to provide information other than cost and pricing data to support the evaluation.

The price will be evaluated as follows:

- For those line items with a single quantity, multiply the stated quantity by the unit price to derive the total line item amount. The following is an example:

		<u>QTY</u>	<u>UNIT</u>	<u>U/PRICE</u>	<u>AMOUNT</u>
0001	TR-232/232A/232B/232C Trident Transducer Repair	60	EA	\$1,000	\$60,000

**The total line item amount for line item 0001 is \$60,000.00.**

CONTRACT DATA REQUIREMENTS LIST (2 Data Items)										Form Approved OMB No. 0704-0188			
Public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington, DC 20503. Please DO NOT RETURN your form to either of these addresses. Send completed form to the Government Issuing Contracting Officer for the Contract/Pr No. listed in Block E.													
A. CONTRACT LINE ITEM NO.				B. EXHIBIT <b>A</b>				C. CATEGORY: TDP _____ TM _____ OTHER <b>X</b>					
D. SYSTEM/ITEM				E. CONTRACT/PR NO. <b>N66604-3113-1AE5</b>				F. CONTRACTOR					
1. DATA ITEM NO. <b>A001</b>		2. TITLE OF DATA ITEM <b>STATUS REPORT</b>						3. SUBTITLE					
4. AUTHORITY (Data Acquisition Document No.) <b>DI-MGMT-80368</b>				5. CONTRACT REFERENCE <b>SOW 3.1, 3.5.2, 3.5.3</b>				6. REQUIRING OFFICE <b>NUWCDIVNPT, CODE 2131</b>					
7. DD 250 REQ <b>LT</b>		9. DIST STATEMENT REQUIRED <b>F</b> <b>SEE BLK 16</b>		10. FREQUENCY <b>SEE BLK 16</b>		12. DATE OF FIRST SUBMISSION <b>SEE BLK 16</b>		14. DISTRIBUTION					
8. APP CODE <b>N/A</b>				11. AS OF DATE <b>N/A</b>		13. DATE OF SUBSEQUENT SUBMISSION <b>SEE BLK 16</b>		a. ADDRESSEE		b. COPIES			
						Draft				Final			
								Reg		Repro			
16. REMARKS  <b>BLOCK 9: SEE ATTACHED ADDENDUM</b>  <b>BLOCKS 10,12,13: SUBMISSION DUE 60 DAYS AFTER TEST COMPLETION.</b>								2131		1			
								2131 S. COHICK		1			
								LOCAL DCAS		1			
15. TOTAL										3			
1. DATA ITEM NO. <b>A002</b>		2. TITLE OF DATA ITEM <b>STATUS REPORT</b>						3. SUBTITLE					
4. AUTHORITY (Data Acquisition Document No.) <b>DI-MGMT-80368</b>				5. CONTRACT REFERENCE <b>SOW PARA 3.1</b>				6. REQUIRING OFFICE <b>NUWCDIVNPT, CODE 2131</b>					
7. DD 250 REQ <b>LT</b>		9. DIST STATEMENT REQUIRED <b>F</b> <b>SEE BLK 16</b>		10. FREQUENCY <b>SEE BLK 16</b>		12. DATE OF FIRST SUBMISSION <b>SEE BLK 16</b>		14. DISTRIBUTION					
8. APP CODE <b>N/A</b>				11. AS OF DATE <b>N/A</b>		13. DATE OF SUBSEQUENT SUBMISSION <b>SEE BLK 16</b>		a. ADDRESSEE		b. COPIES			
						Draft				Final			
								Reg		Repro			
16. REMARKS  <b>BLOCK 9: SEE ATTACHED ADDENDUM</b>  <b>BLOCKS 10,12,13: SUBMISSION DUE 60 DAYS AFTER TEST COMPLETION.</b>								2131		1			
								2131 S. COHICK		1			
								LOCAL DCAS		1			
15. TOTAL										3			
G. PREPARED BY  <b>SUSAN M. COHICK</b>				H. DATE		I. APPROVED BY  <b>DEPT DATA MANAGER</b>				J. DATE			

17. PRICE GROUP
18. ESTIMATED TOTAL PRICE
17. PRICE GROUP
18. ESTIMATED TOTAL PRICE

<b>CONTRACT DATA REQUIREMENTS LIST</b> <i>(2 Data Items)</i>										Form Approved OMB No. 0704-0188			
Public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington, DC 20503. Please DO NOT RETURN your form to either of these addresses. Send completed form to the Government Issuing Contracting Officer for the Contract/Pr No. listed in Block E.													
A. CONTRACT LINE ITEM NO.				B. EXHIBIT <b>A</b>			C. CATEGORY: TDP _____ TM _____ OTHER <b>X</b>						
D. SYSTEM/ITEM				E. CONTRACT/PR NO. <b>N66604-3113-1AE5</b>			F. CONTRACTOR						
1. DATA ITEM NO. <b>A003</b>		2. TITLE OF DATA ITEM <b>STATUS REPORT</b>					3. SUBTITLE <b>MONTHLY STATUS REPORT</b>						
4. AUTHORITY (Data Acquisition Document No.) <b>DI-MGMT-80368</b>				5. CONTRACT REFERENCE <b>SOW PARA 3.5.1</b>			6. REQUIRING OFFICE <b>NUWC DIVNPT, CODE 2131</b>						
7. DD 250 REQ <b>LT</b>		9. DIST STATEMENT REQUIRED  <b>F</b>		10. FREQUENCY <b>MTHLY</b>		12. DATE OF FIRST SUBMISSION <b>45 DAC</b>		14. DISTRIBUTION					
8. APP CODE <b>N/A</b>				11. AS OF DATE <b>0</b>		13. DATE OF SUBSEQUENT SUBMISSION <b>15 DARP</b>		a. ADDRESSEE		b. COPIES			
						Draft				Final			
								Reg		Repro			
16. REMARKS  <b>BLOCK 4:</b>  <b>SCREENING DATA TO BE SUBMITTED ON TEARDOWN AND LEVEL OF REPAIR DETERMINATION FOR EACH TASK ORDER. STATUS REPORTS SHALL BE SUBMITTED MONTHLY WHILE TASK ORDERS ARE ACTIVE. FINAL DATA ON EACH DELIVERABLE PRODUCT IN ACCORDANCE WITH COMPENDIUM REQUIREMENTS SHALL BE INCLUDED IN STATUS REPORTS.</b>  <b>BLOCK 9: SEE ATTACHED ADDENDUM</b>								2131		1			
								2131 S. COHICK		1			
								LOCAL DCAS		1			
								15. TOTAL		3			
1. DATA ITEM NO.		2. TITLE OF DATA ITEM					3. SUBTITLE						
4. AUTHORITY (Data Acquisition Document No.)				5. CONTRACT REFERENCE			6. REQUIRING OFFICE						
7. DD 250 REQ		9. DIST STATEMENT REQUIRED		10. FREQUENCY		12. DATE OF FIRST SUBMISSION		14. DISTRIBUTION					
8. APP CODE				11. AS OF DATE		13. DATE OF SUBSEQUENT SUBMISSION		a. ADDRESSEE		b. COPIES			
						Draft				Final			
								Reg		Repro			
16. REMARKS													
								15. TOTAL					
G. PREPARED BY  <b>SUSAN M. COHICK</b>				H. DATE		I. APPROVED BY  <b>DEPT DATA MANAGER</b>				J. DATE			

17. PRICE GROUP

18. ESTIMATED  
TOTAL PRICE

17. PRICE GROUP

18. ESTIMATED  
TOTAL PRICE

## **BLOCK 16 ADDENDUM**

**BLOCK 9:** The following information is specifically included in amplification of the Block 9 Distribution Statement selected:

Distribution Statement paragraphs are in addition to CLASSIFICATION markings of the data.

**CDRLS A001 through A003:**

Distribution Statement F. Further distribution only as directed by the Naval Undersea Warfare Center Division Newport, or higher DoD authority; date data generated.

The following “EXPORT CONTROL WARNING NOTICE” must be used in conjunction with DISTRIBUTION STATEMENTS identified in all CDRL items.

**WARNING - This document contains technical data whose export is restricted by the Arms Export Control Act (Title 22, U.S.C. Sec. 2751 et seq.) or the Export Administration Act of 1979, as amended, Title 50, U.S.C., App 2401 et seq. Violations of these export laws are subject to severe criminal penalties. Disseminate in accordance with provisions of DoD Directive 5230.25.**

# **STATEMENT OF WORK TRANSDUCER RESTORATION PROGRAM**

## **1.0 INTRODUCTION/SCOPE**

The Naval Undersea Warfare Center is responsible for maintaining the supply of underwater transducers for U.S. Navy platforms. At the present time, NUWCDIVNPT requires increases in the available inventory of restored transducers.

The contractor will receive the listed transducers to be repaired under the subject contract in “F” condition (unserviceable but repairable). The contractor shall restore the units to “A” condition (ready for issue). The unit shall be deemed to be in “A” condition when it passes the performance requirements listed in the Compendium of Test Requirements and Operating Characteristics of NAVSEA Transducers (NAVSEA SE395-AS-TRQ-010 (C)). The information in the Compendium for the two transducers being offered is UNCLASSIFIED.

Transducer repair shall be performed, primarily, by removal and replacement of defective components. All replacement components shall conform to the requirements of the individual transducer assembly drawings. Repair shall be to the minimum level needed to meet the specified performance requirements. The Technical Repair Standard (TRS) for each transducer plus all pertinent addenda shall be treated as reference documents only.

## **2.0 APPLICABLE DOCUMENTS**

The following documents, of the issue in effect on the date of request for proposal, form a part of the SOW for this procurement to the extent stated herein. Additional specifications and standards, applicable to this procurement, are referenced in the Navy documents identified herein.

### **2.1 Military Standards**

MIL-STD-129P	Department of Defense Standard Practice Military Marking for Shipment and Storage, 15 Dec 2002
MIL-STD-130K	Identification Marking of U.S. Military Property, 15 Jan 2000

### **2.2 Other Documents**

ISO 9001	Quality Management Systems – Requirements, 15 Dec 2000
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### **2.3 Government Furnished Information (GFI)**

NUWCDIVNPT Requisition N66604-3113-1AE5

NAVSEA SE395-AS-TRQ-010(C) Compendium of Test Requirements and Operating Characteristics of NAVSEA Transducers UNCLASSIFIED section for TR-232 and TR-233 transducers.

STATEMENT OF WORK TR-232 TRANSDUCER REPAIR

STATEMENT OF WORK TR-233 TRANSDUCER REPAIR

### **3.0 REQUIREMENTS**

#### **3.1 General**

The detailed requirements are as specified in the Statement of Work (SOW) pertaining to the specific type of transducer. This Statement of Work provides general requirements applicable to all the types of transducers.

The restoration effort shall be conducted in two phases as defined below.

During Phase 1, the initial evaluation of the transducer, the contractor shall perform an incoming inspection, which shall include sufficient disassembly to determine the cause of the failure, and the extent of repairs needed by each individual unit. It is possible that some units shall require only cosmetic cleaning, and shall not need any disassembly or repair. Units falling into this category shall require in-water acoustic acceptance testing to verify "A" condition status. Because of this, the incoming inspection shall include in-water acoustic acceptance testing. Units that pass the acceptance testing at this point shall be returned to the stock system in "A" condition. A final report shall be provided with each "A" condition unit. (CDRL A001)

If the transducer requires additional restoration, the contractor shall supply an intermediate Phase 1 report (CDRL A002) documenting the results of the initial inspection and testing, a description of the failure mode(s) and mechanism(s), and a recommendation for the required level of repair. The recommended level of repair shall be referenced to a subline item in the RFP/contract. No additional work shall be performed without the written authorization of NUWCDIVNPT Code 2131. Upon receiving the authorization from NUWCDIVNPT, the rework shall be performed (Phase 2 of the contract) to restore the unit to "A" condition. A final report shall be provided with each "A" condition unit restored under this contract. (CDRL A001)

#### **3.2 Serialization and Re-serialization.**

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Each transducer must have a unique serial number for identification and tracking purposes and each transducer must have a prefix designating the restoration contractor. When a transducer is refurbished, the original serial number shall be preserved and the letters “Rx-YR” shall be inserted before the original number. “x” is intended to indicate the restoration activity, where

E = EDO

H = BAE (formerly Hazeltine)

I = ITC

S = Harris Acoustic Products (formerly SeaBeam)

and YR is the last two digits of the current calendar year.

Within ten days of contract award, NUWCDIVNPT will provide an alphabetical prefix of not more than two characters, based upon the contractor identity, for any offeror not already assigned such an alphabetical prefix.

In the event the old serial number is no longer legible, a new serial number will be assigned as “Rx-YR-XXX” where “XXX” is a chronological numbering beginning with 001 each new calendar year. When a transducer conversion or upgrade is authorized, the serial number assignment will be “Rx-YR-XXX.”

### **3.3 Marking for Shipment and Storage.**

The outside of each package shall be marked in accordance with MIL-STD 129P, specifically including the transducer nomenclature, the National Stock Number (NSN) or NIIN, the unit serial number, and the condition code of the contents. The label shall be marked “2F COG STOCK.” The Government reserves the right to review the marking methods and techniques to assure satisfactory identification and use of the contents.

#### **3.3.1 Shipping Documents**

Block 14 of the DD250 for each shipment shall contain the following information:

ATTN: MATERIAL REP (EAST)  
NOMENCLATURE + NSN  
CONDITION CODE (e.g. “A”, “E”)  
NUMBER OF UNITS SHIPPED

For the two transducers being offered, it is possible to be shipped in “B” condition.

#### **3.3.2 Shipping Address**

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Unless another destination is specified in the delivery order, all returned transducers shall be shipped to:

NAVSEA DETACHMENT, C.S.P.  
MATERIAL REP (EAST)  
CHEATHAM ANNEX, BLDG 13  
108 SANDA DRIVE  
WILLIAMSBURG, VA 23185

### **3.4 Quality Assurance Program.**

Quality assurance shall be in accordance with ISO 9001, unless an alternative program has been accepted by the government. The contractor shall maintain an in-house quality assurance program to ensure that all material and services delivered are in accordance with the contractual requirements. The in-house system shall address testing, test equipment, test procedures, data record, documentation, in-process tests, final test, fabrication, assembly processes and the like.

The contractor shall maintain a system for safeguarding Government Furnished Material. The system shall include procedures for protecting the material from further deterioration.

The Government reserves the right to monitor any or all tests, disassembly procedures and repair procedures. The Government reserves the right to perform, at its own expense, such additional tests as it may deem necessary to verify quality.

### **3.5 Documentation**

#### **3.5.1 Monthly Status Reports**

The contractor shall provide a monthly report documenting the status of each transducer provided for restoration along with a milestone/delivery schedule. A summary of all transducers shipped each month shall be provided, along with the appropriate serial numbers and condition codes (i.e. "A" condition vice "SCRAP" or "SALVAGE"). The report may be provided in contractor format, but this format shall be approved by NUWCDIVNPT Code 2131. The report shall be provided as CDRL A003.

#### **3.5.2 Phase 1 Report**

The contractor shall prepare a report at the end of Phase 1 documenting the results of the initial inspection and testing, a description of the failure mode(s) and mechanism(s), and a recommendation for the required level of repair. The required level of repair shall be referenced to the appropriate subline item in the RFP/contract. If, at the end of Phase 1, the unit is in "A" condition, the report shall contain the information specified in paragraph 3.5.3 below. The Phase 1 report shall be provided as CDRL A001.

NUWCDIVNPT Requisition N66604-3113-1AE5

### **3.5.3 Final Report**

The contractor shall prepare a final report covering the repair of each transducer delivered to the Government and certified to be in ready for issue ("A") condition. The final report shall include: the transducer serial number, origin of the unit (if known), shipping documentation received with the incoming unit, a narrative description containing the results of the initial inspection and testing, a description of the failure mode(s) and mechanism(s), a justification of the level of repair(s) chosen, and a brief summary of the test results. In addition, all test data shall be included. The report may be provided in contractor format, but this format shall be approved by NUWCDIVNPT Code 2131. The report shall be provided as CRDL A001.

### **3.6 Retention of Reusable Residual Material (Salvable Parts).**

The contractor shall perform the minimum amount of disassembly necessary to determine the required level of rework. Any disassembly beyond this level, for the purpose of scrap or salvage, shall only be performed with the written authorization of the Contracting Officer.

#### **3.6.1 Serviceable Components of Non-repairable Items.**

The contractor shall identify, in conjunction with Government representatives, those component parts of non-repairable transducers which are still serviceable. Using the system for safeguarding Government Furnished Material specified in paragraph 3.4, the contractor shall retain at his facility such reusable material for later use in the repair of similar transducers included under this contract. The material shall be accountable under this contract.

### **3.7 Disposition of Non-repairable Material.**

#### **3.7.1 Beyond Repair.**

In those circumstances where it is determined by the Government that the units concerned are beyond repair, after all salvable parts have been removed, NUWCDIVNPT will furnish disposition instructions for the material which is beyond repair.

#### **3.7.2 Beyond Economical Repair.**

In those circumstances where it is determined by the Government that the units concerned are beyond economical repair, after all salvable parts have been removed, the contractor shall request disposition instructions from NUWCDIVNPT Code 2131. Pending transmission of disposition instructions from NUWCDIVNPT, the contractor agrees to repack, and hold the units for a period of not more than 60 days without additional cost to the Government.

### **3.8 Item Marking.**

NUWCDIVNPT Requisition N66604-3113-1AE5

An Identification Plate containing the transducer information, the serial number, manufacturer, date of manufacture, and the contract number shall be affixed to every unit. Stamped or engraved serial numbers in other locations shall be modified to the new serial number.

### **3.9 Shelf Life.**

References in the TRS and addenda notwithstanding, marking or otherwise indicating shelf life is not required.

### **3.10 Packaging.**

The transducers shall be individually packaged in accordance with MIL-STD-129P and marked in accordance with MIL-STD-130K. The units shall be cushioned to prevent movement and damage.

#### **3.10.1 Transducer/Hydrophone Certification Card**

The contractor shall prepare one Transducer/Hydrophone Certification Card for each unit restored to “A” condition. This card shall be shipped with the assembly. The card format shall be as shown in Figure 1.



## **STATEMENT OF WORK TR-232 SERIES TRANSDUCER REPAIR**

### **1.0 Background and Objectives**

It is the intent of the Government to obtain services for the repair of the TR-232 series of transducer elements. The TR-232/232A/232B/232C is the low frequency transducer for the AN/WQC-2 sonar system. The TR-232 class of transducer consists of a segmented piezoelectric ring array circumferentially wrapped with a glass fiber roving impregnated with epoxy, mounted to a stainless steel housing, and covered with a cylindrical rubber boot. The space between the glass-wrapped array and the boot is filled with Ecco-Gel.

The contractor will receive the transducers to be repaired in “F” condition (unserviceable but repairable). The transducers shall be restored to “A” condition (ready for issue). The transducer shall be deemed to be in “A” condition when it passes the performance requirements listed in the Compendium of Test Requirements and Operating Characteristics of NAVSEA Transducers (NAVSEA SE395-AS-TRQ-010(C), TR-232 data on page 157 are UNCLASSIFIED). The Technical Repair Standard for TR-232/232A Transducer Restoration Procedure (SE395-AY-TRS-010/TR-232/232A), the Technical Repair Standard for TR-232C Transducer Restoration Procedure (SEXXX-XX-TRS/TR-232C/WQC-2A) plus all the collateral documents specified in both TRS’s shall be treated as reference documents only, except for the transducer drawings. All replacement components shall meet the requirements of the transducer assembly drawings.

Both TRS’s as written are in the context of full restoration (class B); however, full restoration is to be performed only as required. Repair shall be to the minimum level needed to meet the performance requirements and acceptance testing in accordance with Section 1.5 of the TRS.

### **1.1 General Information**

The TRS was originally prepared for restoring TR-232 and TR-232A transducers. Since then, the TR-232A TRIDENT, and the TR-232B transducer have been developed. Both the TR-232 and the TR-232A have integrally molded cable gland assemblies. The TR-232A TRIDENT transducers have a right angle cable receptacle. The TR-232B transducers have a straight cable receptacle. All TR-232 and TR-232A transducers that are deemed suitable for restoration shall be converted into TR-232B transducers (i.e.- the cable gland assembly shall be removed and replaced with a straight connector). TR-232B transducers that require a new receptacle shall receive a straight connector (thus remaining TR-232B). TR-232A TRIDENT transducers that require a new receptacle shall receive a right angle connector (thus remaining TR-232A TRIDENT). The TRS for TR-232C transducers is specific to the new unit; however, the receptacles on the TR-232C are the same as on the TR-232B.

### **2.0 Task Statement**

The Government will provide the contractor with the required “F” condition transducers. The contractor shall then perform the minimum repairs required to return the transducers to “A” condition (ready for issue). The repaired transducer, and associated test documentation, shall be delivered to the Government in accordance with the contract.

When the transducers are delivered to the contractor, neither the failure mode nor mechanism will be known. It shall be the responsibility of the contractor to make those determinations and also determine the level of repair required. While full restoration is a possibility, that condition is not to be assumed without verification by testing.

The transducer repair shall be performed, primarily, by removal and replacement of defective components. All replacement components used in the repair of the transducers shall conform to the requirements of the TR-232B drawing package P/N 5808833 or of the TR-232C drawing package P/N 7335307 as appropriate.

The restoration effort shall be conducted in two phases as defined below.

## **2.1 Phase 1 - Initial Inspection and Testing**

Each transducer received by the contractor shall be uncrated, cleaned, and subjected to an initial inspection (paragraph 1.2 of the TRS). All transducers that are candidates for repair shall be subjected to the initial inspection and testing. Initial testing shall be performed (paragraph 1.3 of the TRS). Additional testing shall be performed as required to allow the determination of the failure mode(s).

In order to determine the failure mechanism(s), disassembly may be undertaken using the appropriate portions of paragraph 1.3 of the TRS as a reference. Disassembly shall only be to the extent necessary to allow the identification of the failure mechanism. As appropriate, testing may be performed per paragraphs 1.4 and 1.5 of the TRS. Upon establishment of the failure mechanism, the level(s) of repair shall be established. The minimum amount of repair shall be performed and shall be confined to those repairs needed to return the transducer to a ready for issue condition.

It is possible that some units shall require only the initial inspection and cosmetic cleaning, and shall not need any disassembly or repair. Units falling into this category shall require in-water acoustic acceptance tests and all final acceptance tests per TRS paragraph 1.5. Units that pass the acceptance tests at this point shall be returned to the stock system in "A" condition. A final report per paragraph 2.4.3 below shall be provided with each "A" condition unit.

If the transducer requires additional restoration, the output of Phase 1 shall be a report documenting the results of the initial inspection and testing, a description of the failure mode(s) and mechanism(s), and a recommendation for the required level of repair (referenced to the appropriate subline items in the contract). No additional work shall be performed without the written authorization of NUWCDIVNPT Code 2131. If authorized by NUWCDIVNPT, the recommended repairs shall be performed in Phase 2 of the order.

## **2.2 Phase 2**

### **2.2.1 Levels of Repair**

It is the responsibility of the contractor to determine the failure mode and mechanism, and to determine the level of repair required. Based on restoration experience with the TR-232 transducers, it is anticipated that there shall be six levels of repair up to and including full

restoration for TR-232B. For the TR-232Cs there shall be five levels of repair up to but not including full restoration. The exact levels of repair shall be unit specific. Associated with each level of repair is a required pre-assembly and/or in-process test procedure. It is anticipated that the repair shall consist of removal and replacement of defective components; however, if cost effective, subassemblies may be repaired at the contractor's option. The tests are defined in paragraphs 1.4, 1.5, and 1.6 of the TRS. The incoming inspection and cosmetic repair (corresponding to CLIN AA) are Phase 1 tasks. All other levels are Phase 2 tasks.

- |  |           |
|--|-----------|
| 1. Incoming inspection and cosmetic repair                   | (CLIN AA) |
| 2. Convert TR-232 or TR-232A to TR-232B                      | (CLIN AB) |
| 3. Replace receptacle on TR-232B, TR-232C or TR-232A TRIDENT | (CLIN AC) |
| 4. Replace acoustic window (boot)                            | (CLIN AD) |
| 5. Replace transformer                                       | (CLIN AE) |
| 6. Full restoration TR-232/A/B                               | (CLIN AF) |

Note that a transducer can be repaired at level 2 OR level 3 but NOT both level 2 AND level 3. Based on restoration done to date, the average usage rates of replacement parts for these transducers are given in the following table (usage rates on this contract may vary significantly):

PART	USAGE RATE
Connector/receptacle	75%
Acoustic window	75%
Transformer	5%
Acoustic array (full restoration)	35%

## 2.2.2 Repairs and In-Process Testing

Once the level(s) of repair are established, such additional disassembly and cleaning, as may be required, shall be undertaken (paragraphs 1.3 and 1.4 of the TRS). It is anticipated that the repair shall consist of removal and replacement of components; however, if cost effective, subassemblies may, at the contractor's option, be repaired. The repair procedures are described in TRS paragraphs 1.4, 1.5 and 1.5.

## 2.3 Final Acceptance Testing and Testing Responsibility

The contractor shall be responsible for performing all testing required to verify that the repaired transducer is in "A" condition - ready for issue. The final acceptance testing shall be in accordance with paragraph 1.5 of the TRS.

Upon successful completion of final testing, the transducer shall have a new or modified ID tag fixed to it. This is intended to identify the transducer as repaired and the repairing organization. In the event the transducer lacks a serial number, a new serial number shall be provided. The Government will identify the appropriate prefix, and provide the Reserialization basis, in accordance with NAVSEA letter serial 06U24/477 dated 28 Sep 1992.

## 2.4 Documentation

### 2.4.1 Monthly Status Reports

The contractor shall provide a monthly report documenting the status of each transducer provided for restoration. A summary of all transducers shipped each month shall be provided, along with the appropriate serial numbers. The report may be provided in contractor format, but this format shall be approved by NUWCDIVNPT Code 2131.

#### **2.4.2 Phase 1 Report**

The contractor shall prepare a final report at the end of Phase 1 documenting the results of the initial inspection and testing, a description of the failure mode(s) and mechanism(s), and a recommendation for the required level of repair (referenced to the appropriate subline items in the contract). If, at the end of Phase 1, the unit is in "A" condition, the report shall contain the information specified in paragraph 2.4.3 below.

#### **2.4.3 Final Report**

The contractor shall prepare a final report covering the repair of each transducer delivered to the Government and certified to be in ready for issue ("A") condition. The final report shall include: the serial number, origin of the unit (if known), shipping documentation received with the incoming unit, a narrative description containing the results of the initial inspection and testing, a description of the failure mode(s) and mechanism(s), a justification of the level of repair(s) chosen, and a brief summary of the test results. In addition, all test data shall be included. The report may be provided in contractor format, but this format shall be approved by NUWCDIVNPT Code 2114.

### **2.5 Packaging and Shipping**

Packaging shall be in accordance with NAVSEA Instruction 4030.2, "Policies and Procedures for Preservation, packaging, Packing, and Marking for Sonar Hydrophones" (TRS section 1.8). The transducer shall be shipped as directed in the contract.

### **2.6 Quality Assurance**

The contractor shall maintain an in-house quality assurance program to ensure that all material and services delivered are in accordance with the contractual requirements. The in-house system shall address testing, test equipment, test procedures, data records, documentation, in-process tests, final tests, fabrication, assembly processes and the like. The contractor may utilize the requirements of MIL-Q-9858 or ISO 9001 in part or in whole.

The contractor shall maintain a system for safeguarding Government Furnished Material. The system shall include procedures for protecting the material from further deterioration. In addition the system shall provide accounting for all GFM received, identification of and accounting for all subassemblies disposed of as scrap, as well as accounting for those subassemblies which may have been refurbished and subsequently used in transducer repair.

The Government reserves the right to monitor any or all tests, disassembly procedures and repair procedures. The Government reserves the right to perform, at its own expense, such additional tests as it may deem necessary to verify quality.



## **2.7 Government Furnished Material (GFM)**

GFM will consist of a number of TR232/232A/232B/TR-232C/232A TRIDENT transducers in “F” (not ready for issue) condition.

## **2.8 Government Furnished Information (GFI)**

GFI will consist of the following:

Compendium of Test Requirements and Operating Characteristics of NAVSEA Transducers (NAVSEA SE395-AS-TRQ-010(C), TR-232 data on page 157 are UNCLASSIFIED).

Technical Repair Standard for TR-232/232A Transducer Restoration Procedure (SE395-AY-TRS-010/TR-232/232A)

Technical Repair Standard for TR-232C Transducer Restoration Procedure (SEXXX-XX-TRS/TR-232C/WQC-2A)

TR-232B drawing package P/N 5808833

TR-232C drawing package P/N 7335307

## **STATEMENT OF WORK TR-233 SERIES TRANSDUCER REPAIR**

### **1.0 Background and Objectives**

It is the intent of the Government to obtain services for the repair of the TR-233 series of transducer elements. The TR-233/233A/233B/233C is the high frequency transducer for the AN/WQC-2 sonar system. The TR-233 class of transducer consists of a segmented piezoelectric ring array circumferentially wrapped with a glass fiber roving impregnated with epoxy, mounted to a stainless steel housing, and covered with a cylindrical rubber boot. The space between the glass-wrapped array and the boot is filled with Ecco-Gel.

The contractor will receive the transducers to be repaired in “F” condition (unserviceable but repairable). The transducers shall be restored to “A” condition (ready for issue). The transducer shall be deemed to be in “A” condition when it passes the performance requirements listed in the Compendium of Test Requirements and Operating Characteristics of NAVSEA Transducers (NAVSEA SE395-AS-TRQ-010(C), TR-233 data on page 158 are UNCLASSIFIED). The Technical Repair Standard for TR-233/233A Transducer Restoration Procedure (SE395-AZ-TRS-010/TR-233/233A) plus all the collateral documents specified in the TRS shall be treated as reference documents only, except for the transducer drawings. All replacement components shall meet the requirements of the transducer assembly drawings.

The TRS as written is in the context of full restoration (class B); however, full restoration is to be performed only as required. Repair shall be to the minimum level needed to meet the performance requirements and acceptance testing in accordance with Section 1.5 of the TRS.

#### **1.1 General Information**

The TRS was originally prepared for restoring TR-233 and TR-233A transducers. Since then, the TR-233A TRIDENT, and the TR-233B and TR-233C transducers have been developed. Both the TR-233 and the TR-233A have integrally molded cable gland assemblies. The TR-233A TRIDENT transducers have a straight cable receptacle. The TR-233B/233C transducers have a right angle cable receptacle. All TR-233 and TR-233A transducers that are deemed suitable for restoration shall be converted into TR-233B transducers (i.e.- the cable gland assembly shall be removed and replaced with a right angle connector). TR-233B and TR-233C transducers that require a new receptacle shall receive a right angle connector (thus remaining TR-233B or TR-233C). TR-233A TRIDENT transducers that require a new receptacle shall receive a straight connector (thus remaining TR-233A TRIDENT).

### **2.0 Task Statement**

The Government will provide the contractor with the required “F” condition transducers. The contractor shall then perform the minimum repairs required to return the transducers to “A” condition (ready for issue). The repaired transducer, and associated test documentation, shall be delivered to the Government in accordance with the contract.

When the transducers are delivered to the contractor, neither the failure mode nor mechanism will be known. It shall be the responsibility of the contractor to make those determinations and also determine the level of repair required. While full restoration is a possibility, that condition is not to be assumed without verification by testing.

The transducer repair shall be performed, primarily, by removal and replacement of defective components. All replacement components used in the repair of the transducers shall conform to the requirements of the TR-233B drawing package P/N 5516840 for TR-233Bs or to the requirements of the TR-233C drawing package P/N 3700-5001 for TR-233Cs.

The restoration effort shall be conducted in two phases as defined below.

## **2.1 Phase 1 - Initial Inspection and Testing**

Each transducer received by the contractor shall be uncrated, cleaned, and subjected to an initial inspection (paragraph 1.2 of the TRS). All transducers that are candidates for repair shall be subjected to the initial inspection and testing. Initial testing shall be performed (paragraph 1.3 of the TRS). Additional testing shall be performed as required to allow the determination of the failure mode(s).

In order to determine the failure mechanism(s), disassembly may be undertaken using the appropriate portions of paragraph 1.3 of the TRS as a reference. Disassembly shall only be to the extent necessary to allow the identification of the failure mechanism. As appropriate, testing may be performed per paragraphs 1.4 and 1.5 of the TRS. Upon establishment of the failure mechanism, the level(s) of repair shall be established. The minimum amount of repair shall be performed and shall be confined to those repairs needed to return the transducer to a ready for issue condition.

It is possible that some units shall require only the initial inspection and cosmetic cleaning, and shall not need any disassembly or repair. Units falling into this category shall require in-water acoustic acceptance tests and all final acceptance tests per TRS paragraph 1.5. Units that pass the acceptance tests at this point shall be returned to the stock system in "A" condition. A final report per paragraph 2.4.3 below shall be provided with each "A" condition unit.

If the transducer requires additional restoration, the output of Phase 1 shall be a report documenting the results of the initial inspection and testing, a description of the failure mode(s) and mechanism(s), and a recommendation for the required level of repair (referenced to the appropriate subline items in the contract). No additional work shall be performed without the written authorization of NUWCDIVNPT Code 2131. If authorized by NUWCDIVNPT, the recommended repairs shall be performed in Phase 2 of the order.

## **2.2 Phase 2**

### **2.2.1 Levels of Repair**

It is the responsibility of the contractor to determine the failure mode and mechanism, and to determine the level of repair required. Based on restoration experience with the TR-233 transducers, it is anticipated that there shall be seven levels of repair up to and including full restoration. The exact levels of repair shall be unit specific. Associated with each level of repair is a required pre-assembly and/or in-process test procedure. It is anticipated that the repair shall consist of removal and replacement of defective components; however, if cost effective, subassemblies may be repaired at the contractor's option. The tests are defined in paragraphs 1.4, and 1.5 of the TRS. The incoming inspection and cosmetic repair (corresponding to CLIN AA) are Phase 1 tasks. All other levels are Phase 2 tasks.

- |   |           |
|---|-----------|
| 1. Incoming inspection and cosmetic repair          | (CLIN AA) |
| 2. Convert TR-233 or TR-233A to TR-233B             | (CLIN AB) |
| 3. Replace receptacle on TR-233B or TR-233A TRIDENT | (CLIN AC) |
| 4. Replace receptacle on TR-233C                    | (CLIN AD) |
| 5. Replace acoustic window (boot)                   | (CLIN AE) |
| 6. Replace transformer                              | (CLIN AF) |
| 7. Full restoration TR-233/A/B/C                    | (CLIN AG) |

Note that a transducer can be repaired at level 2 OR level 3 OR level 4 but NOT both level 2 AND level 3 AND level 4. Based on restoration done to date, the average usage rates of replacement parts for these transducers are given in the following table (usage rates on this contract may vary significantly):

PART	USAGE RATE
Connector/receptacle	70%
Acoustic window	70%
Transformer	5%
Acoustic array (full restoration)	25%

## 2.2.2 Repairs and In-Process Testing

Once the level(s) of repair are established, such additional disassembly and cleaning, as may be required, shall be undertaken (paragraphs 1.3 and 1.4 of the TRS). It is anticipated that the repair shall consist of removal and replacement of components; however, if cost effective, subassemblies may, at the contractor's option, be repaired. The repair procedures are described in TRS paragraphs 1.4, 1.5 and 1.5.

## 2.3 Final Acceptance Testing and Testing Responsibility

The contractor shall be responsible for performing all testing required to verify that the repaired transducer is in "A" condition - ready for issue. The final acceptance testing shall be in accordance with paragraph 1.5 of the TRS.

Upon successful completion of final testing, the transducer shall have a new or modified ID tag fixed to it. This is intended to identify the transducer as repaired and the repairing organization.

In the event the transducer lacks a serial number, a new serial number shall be provided. The Government will identify the appropriate prefix, and provide the Reserialization basis, in accordance with NAVSEA letter serial 06U24/477 dated 28 Sep 1992.

## **2.4 Documentation**

### **2.4.1 Monthly Status Reports**

The contractor shall provide a monthly report documenting the status of each transducer provided for restoration. A summary of all transducers shipped each month shall be provided, along with the appropriate serial numbers. The report may be provided in contractor format, but this format shall be approved by NUWCDIVNPT Code 2131.

### **2.4.2 Phase 1 Report**

The contractor shall prepare a report at the end of Phase 1 documenting the results of the initial inspection and testing, a description of the failure mode(s) and mechanism(s), and a recommendation for the required level of repair (referenced to the appropriate subline items in the contract). If, at the end of Phase 1, the unit is in "A" condition, the report shall contain the information specified in paragraph 2.4.3 below.

### **2.4.3 Final Report**

The contractor shall prepare a final report covering the repair of each transducer delivered to the Government and certified to be in ready for issue ("A") condition. The final report shall include: the serial number, origin of the unit (if known), shipping documentation received with the incoming unit, a narrative description containing the results of the initial inspection and testing, a description of the failure mode(s) and mechanism(s), a justification of the level of repair(s) chosen, and a brief summary of the test results. In addition, all test data shall be included. The report may be provided in contractor format, but this format shall be approved by NUWCDIVNPT Code 2131.

## **2.5 Packaging and Shipping**

Packaging shall be in accordance with NAVSEA Instruction 4030.2, "Policies and Procedures for Preservation, packaging, Packing, and Marking for Sonar Hydrophones." The transducer shall be shipped as directed in the contract.

## **2.6 Quality Assurance**

The contractor shall maintain an in-house quality assurance program to ensure that all material and services delivered are in accordance with the contractual requirements. The in-house system shall address testing, test equipment, test procedures, data records, documentation, in-process tests, final tests, fabrication, assembly processes and the like. The contractor may utilize the requirements of MIL-Q-9858 or ISO 9001 in part or in whole.

The contractor shall maintain a system for safeguarding Government Furnished Material. The system shall include procedures for protecting the material from further deterioration. In addition the system shall provide accounting for all GFM received, identification of and accounting for all subassemblies disposed of as scrap, as well as accounting for those subassemblies which may have been refurbished and subsequently used in transducer repair.

The Government reserves the right to monitor any or all tests, disassembly procedures and repair procedures. The Government reserves the right to perform, at its own expense, such additional tests as it may deem necessary to verify quality.

## **2.7 Government Furnished Material (GFM)**

GFM will consist of a number of TR233/233A/233B/233C/233A TRIDENT transducers in “F” (not ready for issue) condition.

## **2.8 Government Furnished Information (GFI)**

GFI will consist of the following:

Compendium of Test Requirements and Operating Characteristics of NAVSEA Transducers (NAVSEA SE395-AS-TRQ-010(C), TR-233 data on page 158 are UNCLASSIFIED)

Technical Repair Standard for TR-233/233A Transducer Restoration Procedure (SE395-AZ-TRS-010/TR-233/233A)

TR-233B drawing package P/N 5516840

TR-233C drawing package P/N 3700-5001

**JA12 COMMENTS IN THE INTEREST OF COMPETITION**

The Competition Advocate (CA) of the Naval Undersea Warfare Center (NUWC) Division, Newport is charged with maximizing competition for NUWCDIVNPT procurements. In pursuit of this goal, the CA seeks to ensure that all competitive solicitations are formed in such manner as to not be unduly restrictive, and to be feasibly performed by several competitors.

Parties with suggestions regarding means by which NUWCDIVNPT can increase competition are encouraged to submit letters to:

Naval Undersea Warfare Center Division, Newport  
Competition Advocate c/o Code 59, Building 11  
Simonpietri Drive  
Newport, RI 02841-1708

The CA especially desires information regarding aspects of NUWCDIVNPT solicitations which have influenced firms' decisions not to propose. If suggestions relate to specific solicitations, please include relevant extracts.

Comments requested herein are for planning purposes only; parties wishing to affect current solicitations should contact the Contracting Officer.